

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cardinal Logistics Management Corporation		02/12/2013	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	CityPlace I, 35th Floor, 185 Asylum Street		
Internal Address:	CT2-500-35-02		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	Banking Institution: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4136713	DYNAMIC WORKFLOW	
Serial Number:	85805609	CARDINAL HOSTED LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-836-7319		
Email:	psomelofske@kayescholer.com		
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer, LLP		
Address Line 1:	425 Park Avenue		
Address Line 2:	16-06		
Address Line 4:	New York, NEW YORK 10022-3598		
ATTORNEY DOCKET NUMBER:	03191-0139-05948		
NAME OF SUBMITTER:	Paul J. Somelofske		

TRADEMARK

Signature:	/Paul J. Somelofske/
Date:	02/13/2013
Total Attachments: 6 source=Executed Trademark Security Agreement - Cardinal Logistics Management Corporation#page1.tif source=Executed Trademark Security Agreement - Cardinal Logistics Management Corporation#page2.tif source=Executed Trademark Security Agreement - Cardinal Logistics Management Corporation#page3.tif source=Executed Trademark Security Agreement - Cardinal Logistics Management Corporation#page4.tif source=Executed Trademark Security Agreement - Cardinal Logistics Management Corporation#page5.tif source=Executed Trademark Security Agreement - Cardinal Logistics Management Corporation#page6.tif	

TRADEMARK SECURITY AGREEMENT, dated as of February 12, 2013, by Cardinal Logistics Management Corporation, a North Carolina corporation (the "**Grantor**"), in favor of Bank of America, N.A. ("**BofA**"), as agent for the Secured Parties (as defined in the Loan Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "**Agent**").

WITNESSETH:

WHEREAS, pursuant to a Loan and Security Agreement, dated as of February 20, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Greatwide Logistics Services, LLC, Cardinal Logistics Management, Inc. and each of their respective direct and indirect domestic subsidiaries (collectively, the "**Borrowers**"), Gallop Logistics Corporation, Intermediate Transportation 100, LLC and Transportation 100, LLC, as guarantors, the financial institutions party thereto from time to time as lenders (collectively, the "**Lenders**") and the Agent, the Lenders have agreed to provide a credit facility to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to make their respective extensions of credit to the Borrowers under the Loan Agreement, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor hereby grants to the Agent for the benefit of the Secured Parties a continuing security interest in and Lien upon all of the following of the Grantor (the "**Trademark Collateral**"):

1. all of its trademarks, trade names, trade dress and service marks, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications for registration or recording in connection therewith, all whether now owned or hereafter acquired by it, including, without limitation, those referred to on Schedule I hereto (the "**Trademarks**");
2. all renewals and extensions of the foregoing;
3. all goodwill associated with the use of each such Trademark, and
4. all Proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due

and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding any of the foregoing, the Trademark Collateral shall not include any intent-to-use application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

Section 3. Security Agreement

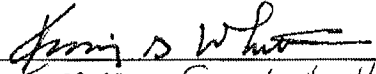
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CARDINAL LOGISTICS MANAGEMENT
CORPORATION,
as Grantor

By: 
Name: *Jimmy G. Whitten*
Title: *Senior Vice President
& Secretary*

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent for the Secured Parties

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

CARDINAL LOGISTICS MANAGEMENT
CORPORATION,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent for the Secured Parties

By:  _____
Name: *Matthew Bourgeois*
Title: *SVP*

ACKNOWLEDGEMENT OF GRANTOR

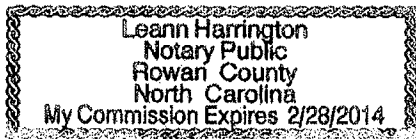
STATE OF North Carolina

COUNTY OF Catawbus)

SS.

On this 12th day of February, 2013 before me personally appeared Kimmy G. Whitten, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CARDINAL LOGISTICS MANAGEMENT CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Leann Harrington
Notary Public



SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Record Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Cardinal Logistics Management Corporation	USA	Dynamic Workflow®	4136713	2/25/11	5/1/12

B. TRADEMARK APPLICATIONS

<u>Record Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Cardinal Logistics Management Corporation	USA	Cardinal Hosted Logistics™	US 85/805609	12/18/12	Pending