

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien 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:	Deutsche Bank Trust Company Americas, as Collateral Agent		
Street Address:	60 Wall Street		
Internal Address:	27th Floor - Mail Stop:NYC60-2710		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4136713	DYNAMIC WORKFLOW	
Serial Number:	85805609	CARDINAL HOSTED LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins LLP		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	046587-0003		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$65.00 4136713

Signature:	/s/ Angela M. Amaru
Date:	02/14/2013
Total Attachments: 9 source=DB Greatwide Second Lien TSA cm 046587-0003#page1.tif source=DB Greatwide Second Lien TSA cm 046587-0003#page2.tif source=DB Greatwide Second Lien TSA cm 046587-0003#page3.tif source=DB Greatwide Second Lien TSA cm 046587-0003#page4.tif source=DB Greatwide Second Lien TSA cm 046587-0003#page5.tif source=DB Greatwide Second Lien TSA cm 046587-0003#page6.tif source=DB Greatwide Second Lien TSA cm 046587-0003#page7.tif source=DB Greatwide Second Lien TSA cm 046587-0003#page8.tif source=DB Greatwide Second Lien TSA cm 046587-0003#page9.tif	

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO COLLATERAL AGENT (AS DEFINED HEREIN), AS TRUSTEE UNDER THE INDENTURE (AS DEFINED HEREIN), PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF AS THE SAME MAY BE AMENDED, SUPPLEMENTED, MODIFIED OR REPLACED FROM TIME TO TIME AMONG BANK OF AMERICA, N.A., AS FIRST LIEN AGENT, COLLATERAL AGENT, AS SECOND LIEN AGENT, BANK OF AMERICA, N.A., AS CONTROL AGENT, AND THE COMPANY (AS DEFINED THEREIN) FROM TIME TO TIME A PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN.

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of February 12, 2013, by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”) in favor of Deutsche Bank Trust Company Americas, as collateral agent for the Holders (as defined in the Indenture referred to below) (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to a Second Priority Senior Secured Floating Rate Note Indenture, dated as of February 12, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”), among Intermediate Transportation 100, LLC, a Delaware limited liability company (the “**Company**”), the Guarantors (as defined in the Indenture), as guarantors, the Holders, and Deutsche Bank Trust Company Americas, as Trustee and Collateral Agent, the Holders have agreed to extend credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Indenture, the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Holders and the Collateral Agent to enter into the Indenture and to induce the Holders to make their respective extensions of credit to the Company thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms

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

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor hereby grants to the Collateral Agent for the benefit of the Holders a continuing security interest in and Lien upon all the following of such 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

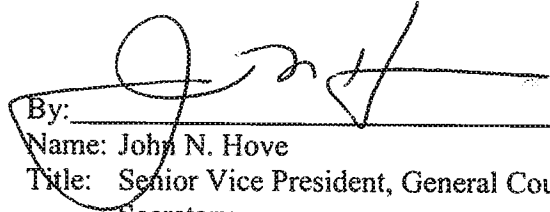
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Indenture and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

GREATWIDE LOGISTICS SERVICES, LLC, *as Grantor*


By: _____
Name: John N. Hove
Title: Senior Vice President, General Counsel, and
Secretary

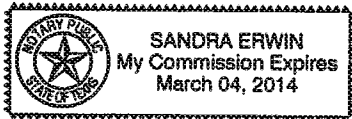
ACKNOWLEDGEMENT OF GRANTOR

STATE OF Texas)
COUNTY OF Dallas)

On this 12th day of February, 2013 before me personally appeared John N. Hove, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GREATWIDE LOGISTICS SERVICES, LLC, 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.

Sandra Erwin
Notary Public

[Sandra Erwin]




Notary Public, State of Texas

No. N/A

Qualified in Texas

Commission Expires March 4, 2014

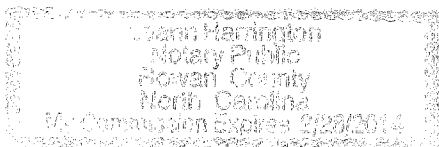
CARDINAL LOGISTICS MANAGEMENT
CORPORATION, *as Grantor*

By: 
Name: Kimmy G. Whitten
Title: Senior Vice President and Secretary

ACKNOWLEDGEMENT OF GRANTOR

STATE OF North Carolina)
)
COUNTY OF Cabarrus)

On this 11th 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

[LEANN HARRINGTON]

Notary Public, State of North Carolina

No. _____

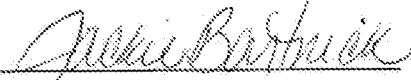
Qualified in Cabarrus, North Carolina

Commission Expires 2/28/2014

ACCEPTED AND AGREED
as of the date first above written:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent for the Holders

By: Deutsche Bank National Trust Company

By: 
Name: **Jacqueline Bartnick**
Title: **Director**

By: 
Name: **Anahit Jaghatspanyan**
Title: **Vice President**

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004962 FRAME: 0835

Schedule I
TRADEMARKS

<u>Company</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
Cardinal Logistics Management Corporation	USA	Cardinal Hosted Logistics™	US 85/805609	12/18/12	Pending
Greatwide Logistics Services, LLC	Canada	Greatwide Dedicated Transport	TMA841,037	4/7/2006	1/23/2013
Greatwide Logistics Services, LLC	Canada	Greatwide Cheetah Transportation	TMA841,035	4/7/2006	1/23/2013
Greatwide Logistics Services, LLC	Canada	Greatwide Dallas Mavis	TMA841,036	4/7/2006	1/23/2013
Greatwide Logistics Services, LLC	Mexico	Greatwide	1007088	4/10/2006	10/18/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Logistics Services	977148	4/10/2006	3/16/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Dedicated Transport	1007770	4/10/2006	10/24/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Truckload Management	1022134	4/10/2006	1/30/2008
Greatwide Logistics Services, LLC	Mexico	Greatwide Truckload Brokerage	1007772	4/10/2006	10/24/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Distribution Logistics	1043323	4/10/2006	5/30/2008
Greatwide Logistics Services, LLC	Mexico	Greatwide Freight Brokerage (Class 35)	1160336	11/9/2007	5/26/2010 (not to be renewed)
Greatwide Logistics Services, LLC	Mexico	Greatwide American	1007771	4/10/2006	10/24/2007

		Trans Freight			
Greatwide Logistics Services, LLC	Mexico	Greatwide Dallas Mavis	977149	4/10/2006	3/16/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Cheetah Transportation	1043322	4/10/2006	5/30/2008
Greatwide Logistics Services, LLC	Mexico	Greatwide Freight Brokerage (Class 39)	1025340	11/9/2007	11/9/2007 (not to be renewed)
Greatwide Logistics Services, LLC	USA	Greatwide	3,428,304	10/10/2005	5/13/2008
Greatwide Logistics Services, LLC	USA	Greatwide Logistics Services	3,393,109	4/7/2006	3/4/2008
Greatwide Logistics Services, LLC	USA	Greatwide Distribution Logistics	3,410,611	4/7/2006	4/8/2008
Greatwide Logistics Services, LLC	USA	Greatwide Cheetah Transportation	3,393,168	1/26/2006	3/4/2008
Greatwide Logistics Services, LLC	USA	Greatwide Truckload Management	3,410,612	12/19/2005	4/8/2008
Greatwide Logistics Services, LLC	USA	Greatwide Dallas Mavis	3,393,167	1/26/2006	3/4/2008
Greatwide Logistics Services, LLC	USA	Greatwide American Trans Freight	3,396,174	1/26/2006	3/11/2008
Greatwide Logistics Services, LLC	USA	Greatwide Dedicated Transport	3,399,737	4/7/2006	3/18/2008
Greatwide Logistics Services, LLC	USA	Greatwide Managed Transportation Services	3,893,541	5/4/2010	12/21/2010
Greatwide Logistics Services, LLC	USA	Greatwide Managed Transportation Services	3,890,239	5/5/2010	12/14/2010