

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tri-Starr Management Services, Inc.		03/04/2013	CORPORATION: TEXAS
Legacy SCO, Inc.		03/04/2013	CORPORATION: DELAWARE
Legacy Supply Chain Holdings, Inc.		03/04/2013	CORPORATION: DELAWARE
Las Vegas/ L.A. Express, Inc.		03/04/2013	CORPORATION: CALIFORNIA
Vitran Logistics, Inc.		03/04/2013	CORPORATION: INDIANA
Vitran Logistics, Corp.		03/04/2013	CORPORATION: DELAWARE
Midwest Supply Chain, Inc.		03/04/2013	CORPORATION: KANSAS
Griffin Transport Services, Inc.		03/04/2013	CORPORATION: NEVADA
Legacy SCO Canada, Inc.		03/04/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	Administrative Agent: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85601523	MIDWEST
Registration Number:	4028302	LEGACY IMPACTING LIVES · DEVELOPING LEADERS
Registration Number:	3771178	TMSI LOGISTICS
Serial Number:	77110734	VL V-LOX WAREHOUSE MEETS TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 2165790212

CH \$115.00 85601523

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (216) 586-1402
Email: skoston@jonesday.com
Correspondent Name: Jones Day
Address Line 1: 901 Lakeside Avenue
Address Line 2: North Point
Address Line 4: Cleveland, OHIO 44114-1190

ATTORNEY DOCKET NUMBER:	601755-185038 - KEYBANK
NAME OF SUBMITTER:	Kevin S. Samuels
Signature:	/Kevin S. Samuels/
Date:	03/05/2013

Total Attachments: 6
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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of March 4, 2013 ("Agreement"), among (i) Tri-Starr Management Services, Inc., a Texas corporation (the "Company"); (ii) Legacy SCO, Inc., a Delaware corporation ("Legacy SCO"); (iii) Legacy Supply Chain Holdings, Inc., a Delaware corporation (the "Parent"); (iv) each of the Subsidiaries (as defined in the Credit Agreement referred to below) of the Company that is a signatory hereto (other than Legacy SCO) (each such Subsidiary and the Parent, the Company and Legacy SCO, collectively, the "Assignors" and, individually, each an "Assignor"), and (v) KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of March 4, 2013 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among the Company, Legacy SCO, the Parent, the lenders party thereto (the "Lenders"), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignors are party to a Pledge and Security Agreement, dated as of March 4, 2013 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignors and the Administrative Agent, pursuant to which the Assignors have granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of their assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby covenant and agree with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignors hereby assign, transfer, convey and grant to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignors and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignors in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignors related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

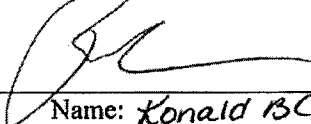
Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignors and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignors and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT APPLICATION OF THE RULES REGARDING CONFLICTS OF LAWS.**


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

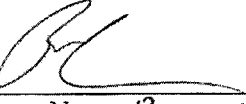
TRI-STARR MANAGEMENT SERVICES, INC.

By: 
Name: Ronald B. Cain Jr.
Title: CEO

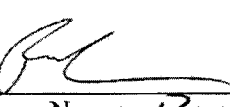
LEGACY SCO, INC.

By: 
Name: Ronald B. Cain Jr.
Title: CEO


LEGACY SUPPLY CHAIN HOLDINGS, INC.

By: 
Name: Ronald B. Cain Jr.
Title: CEO

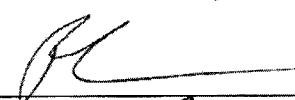
LAS VEGAS / L.A. EXPRESS, INC.

By: 
Name: Ronald B. Cain Jr.
Title: CEO

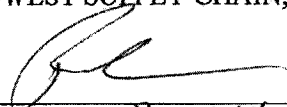
VITRAN LOGISTICS, INC.

By: 
Name: Ronald B. Cain Jr.
Title: CEO


VITRAN LOGISTICS, CORP.

By: 
Name: Ronald B. Cain Jr.
Title: CEO


MIDWEST SUPPLY CHAIN, INC.

By: 
Name: Ronald B. Cain JK
Title: CEO

GRIFFIN TRANSPORT SERVICES, INC.

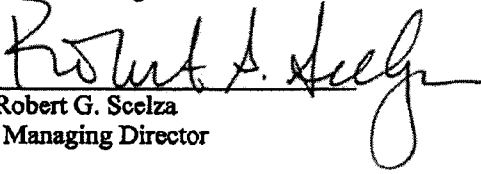
By: 
Name: Ronald B. Cain JK
Title: CEO

LEGACY SCO CANADA, INC.

By: 
Name: Ronald B. Cain JK
Title: CEO

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Robert G. Scelza
Title: Managing Director

Schedule A
to Collateral Assignment of
Trademarks

<u>Trademarks</u>	<u>Registration No.</u>
1. CAN-AM FREIGHT SERVICES	RN: 388169 AN: 0624804
2. CAN-AM	RN: 388250 AN: 0645002
3. MIDWEST (Stylized) MIDWEST	SN:85-601523
4. LEGACY IMPACTING LIVES • DEVELOPING LEADERS	RN: 4028302
5. TMSi LOGISTICS	RN: 3771178
6. VL V-LOX WAREHOUSE MEETS TECHNOLOGY and design	SN: 77/110,734

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