

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CAPSTONE LOGISTICS, LLC | | 03/18/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PROSPECT CAPITAL CORPORATION, AS AGENT | | |
| Street Address: | 10 EAST 40TH STREET | | |
| Internal Address: | 44th Floor | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10016 | | |
| Entity Type: | CORPORATION: MARYLAND | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85544875 | CAPSTONE LOGISTICS | |
| Registration Number: | 4170694 | CAPSTONE LOGISTIC SERVICES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175269899 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 6175269628 | | |
| Email: | cslattery@proskauer.com | | |
| Correspondent Name: | Christine Slattery | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | One International Place | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 59297/010 | | |
| NAME OF SUBMITTER: | Christine Slattery | | |

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|---|----------------------|
| Signature: | /Christine Slattery/ |
| Date: | 03/18/2013 |
| Total Attachments: 7 source=Trademark Security Agreement Capstone (2)#page1.tif source=Trademark Security Agreement Capstone (2)#page2.tif source=Trademark Security Agreement Capstone (2)#page3.tif source=Trademark Security Agreement Capstone (2)#page4.tif source=Trademark Security Agreement Capstone (2)#page5.tif source=Trademark Security Agreement Capstone (2)#page6.tif source=Trademark Security Agreement Capstone (2)#page7.tif | |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is entered into as of March 18, 2013, by CAPSTONE LOGISTICS, LLC, a Delaware limited liability company (“**Grantor**”), in favor of PROSPECT CAPITAL CORPORATION, in its capacity as agent (“**Agent**”) for the benefit of the Purchasers (as hereinafter defined).

RECITALS:

A. Pursuant to that certain Second Amended and Restated Senior Secured Loan Agreement dated as of March 18, 2013, among Capstone Logistics, LLC, a Delaware limited liability company (“**Capstone**”), Progressive Logistics Services, LLC, a Georgia limited liability company (“**PLS**”), LMS Intellibound, LLC, a Georgia limited liability company (formerly known as LMS Intellibound, Inc.) (“**LMS**”), National Freight Handlers, LLC, a Michigan limited liability company (formerly known as National Freight Handlers, Inc.) (“**NFH**”), LMS Management, LLC, a Georgia limited liability company (formerly known as LMS Management, Inc.) (“**LMSM**” and together with Capstone, PLS, LMS and NFH, “**Borrower**”), PLS Acquisition Holdings, Inc., a Georgia corporation (“**PLS Holdings**”), LMS Intellibound Group, Inc., a Delaware corporation (“**LMS Holdings**”, and, together with PLS Holdings and any hereafter created or acquired Subsidiaries of LMS Holdings or PLS Holdings, the “**Guarantors**”, and collectively with the Borrower, the “**Loan Parties**”), Agent and the Purchasers from time to time party thereto (the “**Purchasers**”) (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), Purchasers have purchased Notes (as defined in the Loan Agreement) from, and advanced certain loans to, Borrower and Borrower has incurred certain obligations to Purchasers and Agent.

B. Grantor has executed and delivered to Agent, for the benefit of the Purchasers, a Security Agreement dated as of September 16, 2011, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), pursuant to which Grantor has granted a security interest in certain property, including, without limitation, certain of its intellectual property, to the Agent, for the benefit of the Purchasers, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the ratable benefit of Purchasers, a continuing first priority security interest (subject to the Intercreditor Agreement) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or

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hereafter created or acquired (exclusive of any below-mentioned licenses which by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Code) (collectively, the “**Trademark Collateral**”):

(a) all of its trademarks, service marks, trade names, trade styles, trade dress or other indicia of trade origin, and all applications, registrations and recordings relating to any of the foregoing, as may be filed in the United States Patent and Trademark Office, any State of the United States, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, without limitation, each registration and application for registration identified on Schedule 1 attached hereto and made a part hereof (as such schedule may be amended or supplemented from time to time) (collectively, “**Trademarks**”);

(b) all rights of Grantor in all present and future agreements containing any right or license with respect to the Grantor’s Trademarks or another Person’s Trademarks, whether the Grantor is a licensor or a licensee under any such license agreement, and subject to the rights of any other Person who is the licensor related thereto, including without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements (collectively, “**Trademark Licenses**”);

(c) all extensions, renewals, reissues, divisions, continuations and continuations-in-part of any Trademarks or Trademark Licenses;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a), (b) and (c); and

(e) all Proceeds (as such term is defined in the Code) of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Lien and security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Agent, the Purchasers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Lien and security interests granted to Agent, on behalf of itself and for the ratable benefit of Purchasers, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor obtains rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (in any event within 3

Business Days) notice in writing to Agent with respect to any such new Trademark, any renewal or extension of a Trademark registration or any new Trademark License. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Trademark or Trademark License; provided, that Agent will provide Grantor with prior written notice of such modification. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 or Schedule 2 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on the schedules hereto.

6. **TERMINATION**. Upon the payment in full of the Obligations and termination of the Security Agreement, Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

7. **COUNTERPARTS**. Any number of counterparts of this Trademark Security Agreement, including facsimiles or electronic transmissions, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, 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.

CAPSTONE LOGISTICS, LLC,
a Delaware limited liability company

By: _____

Name: William Harper

Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,
as Agent

By: 

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

[Capstone TM Security Agreement]

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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks

| <i>Company</i> | <i>Jurisdiction</i> | <i>Trademark / Service Mark</i> | <i>Application No./Registration No.</i> | <i>Application Date/Registration Date</i> |
|-------------------------|---------------------|---------------------------------|---|---|
| Capstone Logistics, LLC | USA | CAPSTONE LOGISTICS | 85/544875 | February 16, 2012 |
| Capstone Logistics, LLC | USA | CAPSTONE LOGISTIC SERVICES | 4170694 | July 10, 2012 |

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK LICENSES

None.