

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GTS Holdings, Inc.		03/19/2013	CORPORATION: DELAWARE
Empire International, Ltd.		03/19/2013	CORPORATION: NEW JERSEY
CLS Worldwide Services, LLC		03/19/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Praesidian Capital Opportunity Fund III, LP, as Agent
Street Address:	419 Park Avenue South
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2707706	EMPIRE INTERNATIONAL LTD
Registration Number:	2707705	EMPIRE INTERNATIONAL LTD CHAUFFEURED TRANSPORTATION
Registration Number:	2527362	EMPIRE INTERNATIONAL
Registration Number:	2290304	WORLD CLASS SERVICE
Registration Number:	4094781	AUSTRALIAN AMERICAN
Registration Number:	3507274	EMPIRECLS WORLDWIDE CHAUFFEURED SERVICES
Registration Number:	3507273	EMPIRECLS
Serial Number:	85376583	BETRANSPORTED YOUR LIMO, YOUR PRICE
Serial Number:	85376538	BETRANSPORTED.COM
Serial Number:	85376529	BETRANSPORTED
Registration Number:	3216880	CLS

TRADEMARK

Registration Number:	2202827	CLS
Registration Number:	4221325	BE TRANSPORTED INSPIRED BY LIFE USED BY PEOPLE

CORRESPONDENCE DATA

Fax Number: 2127358708
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-8824
Email: aarsiotis@morrisoncohen.com
Correspondent Name: Andrew M. Arsiotis
Address Line 1: 909 Third Avenue, 27th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	020767-0018
NAME OF SUBMITTER:	Alexandra Davitt
Signature:	/Alexandra Davitt/
Date:	03/28/2013

Total Attachments: 12
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ALL INDEBTEDNESS SECURED BY THIS AGREEMENT IS SUBORDINATED TO OTHER INDEBTEDNESS PURSUANT TO, AND TO THE EXTENT PROVIDED IN, THE SUBORDINATION AGREEMENT REFERRED TO IN THE PURCHASE AGREEMENT (AS HEREINAFTER DEFINED).

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated as of March 19, 2013, is by and among GTS HOLDINGS, INC., a Delaware corporation ("GTS"), EMPIRE INTERNATIONAL, LTD., a New Jersey corporation ("Empire"), CLS WORLDWIDE SERVICES, LLC, a Delaware limited liability company ("CLS Worldwide" and together with GTS and Empire, each a "Debtor" and collectively, "Debtors"), and Praesidian Capital Opportunity Fund III, LP, a Delaware limited partnership ("Fund III"), in its capacity as agent (in such capacity, the "Secured Party") for itself, PRAESIDIAN CAPITAL OPPORTUNITY FUND III-A, LP, a Delaware limited partnership ("Fund III-A"), United Insurance Company of America, an Illinois corporation ("United"), and any other lenders that become party thereto (together with Fund III Fund III-A and United the "Lenders") identified in and from time to time party to the Purchase Agreement described below.

WITNESSETH:

WHEREAS, each Debtor has adopted, used and is using, and is the owner of the entire right, title and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtors and certain of their affiliates (each individually a "Borrower" and collectively, "Borrowers") have entered into financing arrangements with Secured Party and Lenders pursuant to which Lenders have made loans to Borrowers as set forth in the Security Purchase Agreement and Security Agreement, dated of even date herewith, by and among Borrowers, certain of their affiliates, Lenders and Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Purchase Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Purchase Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Transaction Documents"); and

WHEREAS, in order to induce Lenders and Secured Party to enter into the Purchase Agreement and the other Transaction Documents and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, each Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, each Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a collateral assignment of, the following (being collectively referred to herein as the "Trademark Collateral"): (a) all of Debtors' now existing or hereafter acquired right, title, and interest (including licensed rights) in and to: (i) all of

Debtors' trademarks, trade names, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, any and all subsisting rights of the Debtors in the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtors' use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by each Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED. The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance and payment in full of any and all of the Obligations owing by the Credit Parties to Secured Party and Lenders, in each case arising under this Agreement, the Purchase Agreement or any of the other Transaction Documents, whether now existing or hereafter arising.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS. Each Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Except as set forth on Exhibit A hereto, all of the existing Trademark Collateral is valid and subsisting in full force and effect and such Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and collateral assignment granted hereunder. Such Debtor shall, at its expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Trademarks, including, without limitation, the filing of any renewal affidavits and applications, except to the extent the applicable Debtor elects to discontinue the use of any immaterial Trademark in the ordinary course of its business. The Trademark Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Purchase Agreement, (ii) the security interests permitted under the Purchase Agreement and (iii) the licenses permitted under Section 3(d) below.

(b) Such Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Trademark Collateral, or otherwise dispose of any of the Trademark Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Purchase Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(c) Such Debtor shall, at its expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Trademark Collateral granted hereunder or to

otherwise further the provisions of this Agreement, except as to any immaterial Trademark of which the applicable Debtor has discontinued use in the ordinary course of its business. Such Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Trademark Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Such Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, such Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto, and has not granted any material licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Secured Party may, in its reasonable discretion, pay any amount or do any act which such Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Trademark Collateral, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Such Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to such Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Purchase Agreement and shall be part of the Obligations secured hereby.

(f) Such Debtor shall provide Secured Party with prompt written notice of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, such Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, such Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and collateral assignment of such Trademark in favor of Secured Party.

(g) Such Debtor has not abandoned any material Trademarks and such Debtor will not do any act, nor omit to do any act, whereby any material Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Such Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(h) Such Debtor shall render any assistance, as Secured Party shall reasonably determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as such Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(i) Except as set forth on Exhibit A hereto, there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which such Debtor is a party. If requested by Secured Party, such Debtor, at its expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(j) Such Debtor assumes all responsibility and liability arising from the use of the Trademarks and such Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by such Debtor (or any of its affiliates) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by such Debtor (or any of its affiliates). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Purchase Agreement.

(k) Such Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Trademark Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Purchase Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT. The occurrence or existence of any Event of Default under the Purchase Agreement is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Purchase Agreement, the other Transaction Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtors except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtors nor any of its affiliates make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtors (or any of its affiliates) or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Trademark Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its reasonable discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Trademark Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtors of intended disposition of Trademark Collateral is required by law, the giving of ten (10) days prior written notice to Debtors of any proposed disposition shall be deemed reasonable notice thereof and each Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Trademark

Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Trademark Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtors, pursuant to the authority granted in the Powers of Attorney described in Section 3(e) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Each Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Trademark Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Each Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Trademark Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtors shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtors shall pay Secured Party and Lenders on demand of Secured Party or the Required Lenders any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Purchase Agreement.

(f) Debtors shall supply to Secured Party or to Secured Party's designee, Debtors' customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Transaction Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. GOVERNING LAW; JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS

(a) THIS AGREEMENT IS TO BE EXECUTED AND DELIVERED WITHIN THE STATE OF NEW YORK, IS TO BE PRINCIPALLY PERFORMED WITHIN THE STATE OF NEW YORK, AND DEBTORS AND SECURED PARTY ELECT THAT THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION OF THIS AGREEMENT AND THE RIGHTS, REMEDIES, WARRANTIES, REPRESENTATIONS, COVENANTS, AND PROVISIONS HEREOF WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THE UNIFORM COMMERCIAL CODE FROM TIME TO TIME PROVIDES FOR THE APPLICATION OF THE LAW OF THE STATE OF ANY DEBTOR'S OR ISSUER'S INCORPORATION OR FORMATION.

(B) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH DEBTOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH DEBTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED

COURTS AND IN ANY ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO SUCH DEBTOR AT ITS ADDRESS FOR NOTICES CONTAINED IN SECTION 12.02 OF THE PURCHASE AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE THIRTY (30) DAYS AFTER SUCH MAILING. EACH DEBTOR HEREBY IRREVOCABLY APPOINTS THE SECRETARY OF THE STATE OF NEW YORK AS ITS AGENT FOR SERVICE OF PROCESS IN RESPECT OF ANY ACTION OR PROCEEDING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF SECURED PARTY TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE ANY LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY DEBTOR IN ANY JURISDICTION.

(C) EACH DEBTOR HEREBY WAIVES ANY RIGHTS IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT BY SECURED PARTY WHICH IS IN ANY WAY RELATED TO THIS AGREEMENT.

(d) SECURED PARTY AND EACH DEBTOR HEREBY ACKNOWLEDGES THAT DISPUTES ARISING UNDER THIS AGREEMENT ARE LIKELY TO BE COMPLEX AND THEY DESIRE TO STREAMLINE AND MINIMIZE THE COST OF RESOLVING SUCH DISPUTES. THEREFORE, SECURED PARTY AND SUCH DEBTOR IRREVOCABLY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM, DISPUTE OR PROCEEDING BASED UPON, OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, AND VOLUNTARILY MADE BY SECURED PARTY AND EACH DEBTOR AND EACH ACKNOWLEDGES THAT NONE OF THEM, NOR ANY PERSON ACTING ON BEHALF OF ANY OF THEM, HAS MADE ANY REPRESENTATIONS TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. SECURED PARTY AND EACH DEBTOR FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN CONNECTION WITH THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT IT HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. SECURED PARTY AND EACH DEBTOR FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF, THIS WAIVER. SECURED PARTY AND EACH DEBTOR ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY EACH OTHER THAT THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH EACH HAS RELIED IN ENTERING INTO THIS AGREEMENT, AND THAT THIS WAIVER SHALL BE DEEMED ENFORCEABLE INDEPENDENTLY OF ALL OTHER PROVISIONS OF THIS AGREEMENT. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OF THIS SECTION AS WRITTEN EVIDENCE OF THE CONSENT BY ANY OF THEM TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE REPAYMENT OF THE OBLIGATIONS AND THE TERMINATION OF THIS AGREEMENT.

7. MISCELLANEOUS

(a) All notices, requests and demands to or upon the parties hereto shall be in writing and shall be given or made in accordance with Section 12.02 of the Purchase Agreement.

(b) Capitalized terms used herein and not defined herein shall have the meanings specified in the Purchase Agreement, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtors, Borrowers and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein,

shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Transaction Documents and any other document referred to herein or therein shall be binding upon Debtors and their respective successors and assigns and inure to the benefit of and be enforceable by Secured Party and its respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party and Debtors. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

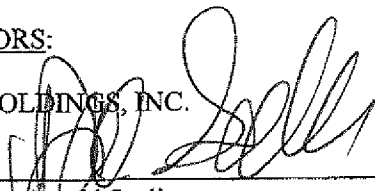
(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall in a timely manner also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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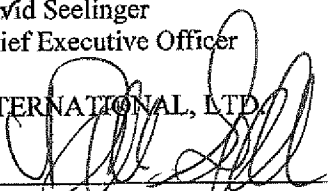
IN WITNESS WHEREOF, Debtors and Secured Party have executed this Agreement as of the day and year first above written.

DEBTORS:

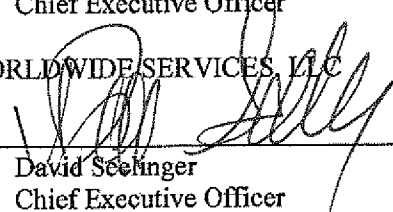
GTS HOLDINGS, INC.

By: 
Name: David Seelinger
Title: Chief Executive Officer

EMPIRE INTERNATIONAL, LTD.

By: 
Name: David Seelinger
Title: Chief Executive Officer

CLS WORLDWIDE SERVICES, LLC


By: 
Name: David Seelinger
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

SECURED PARTY:

PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP,
as Agent




By: Praesidian Capital Opportunity GP III, LLC,
its General Partner

By: 
Name: Jason D. Drattell
Title: Manager

[SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

Entity	Trademark	Filing Date	Reg/Serial No./Date	Status/notes
Empire International, Ltd.	"EMPIRE INTERNATIONAL LTD" (logo) 	3/21/01	Reg. No. 2707706 (Reg. date 4/15/03)	Cancelled 11/21/09, failure to file acceptable §8 declaration
Empire International, Ltd.	"EMPIRE INTERNATIONAL LTD CHAUFFEURED TRANSPORTATION" (logo) 	3/21/01	Reg. No. 2707705 (Reg. date 4/15/03)	Cancelled 11/21/09, failure to file acceptable §8 declaration
Empire International, Ltd.	"EMPIRE INTERNATIONAL"	3/21/01	Reg. No. 2527362 (Reg. date 1/8/02)	Cancelled 10/10/08
Empire International, Ltd.	"WORLD CLASS SERVICE" logo 	12/7/98	Reg. No. 2290304 (Reg. date 11/2/99)	Cancelled 8/5/06; note that "World Class Service" was disclaimed
Empire International, Ltd.	"Australian American Limo"	2/24/11	Reg. No. 4094781 (Reg. date 1/31/12)	Live (Supplemental Register)



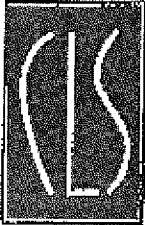
GTS Holdings, Inc.	Empire CLS Worldwide Chauffeured Services (logo) 	8/20/07	Reg. No. 3507274 (Reg. date 9/30/08)	Live
GTS Holdings, Inc.	"EMPIRECLS"	8/20/07	Reg. No. 3507273 (Reg. date 9/30/08)	Live
GTS Holdings, Inc.	"BETRANSPORTED YOUR LIMO, YOUR PRICE" (logo) 	7/20/11	Serial No. 85376583	Dead
GTS Holdings, Inc.	"BETRANSPORTED.COM"	7/20/11	Serial No. 85376538	Intent to use; Office Action issued 12/17/2012
GTS Holdings, Inc.	"BETRANSPORTED"	7/20/11	Serial No. 85376529	Intent to use
CLS Worldwide Services, LLC	"CLS"	6/29/06	Reg. No. 3216880 (Reg. date 3/13/07)	Live
CLS Worldwide Services, LLC		9/15/97	Reg. No. 2202827 (Reg. date 11/10/98)	Cancelled 6/13/09
GTS Holdings, Inc.	"BE TRANSPORTED INSPIRED BY LIFE USED BY PEOPLE"	2/14/12	Reg. No. 4221325 (Reg. date 10/9/12)	Live

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Licenses

None