

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
Capstone Logistics, LLC		03/18/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	3344 Peachtree Road, NE		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85544875	CAPSTONE LOGISTICS	
Registration Number:	4170694	CAPSTONE LOGISTIC SERVICES	
CORRESPONDENCE DATA			
Fax Number:	6785532693		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	678-553-2692		
Email:	gurveys@gtlaw.com		
Correspondent Name:	Greenberg Traurig LLP c/o Sheryl Gurvey		
Address Line 1:	Terminus 200		
Address Line 2:	3333 Piedmont Road, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	073080.013700		
NAME OF SUBMITTER:	Sheryl Gurvey		

CH \$65.00 85544875

Signature:	/Sheryl Gurvey/
Date:	04/04/2013
Total Attachments: 6 source=Trademark Security Agreement (Capstone)#page1.tif source=Trademark Security Agreement (Capstone)#page2.tif source=Trademark Security Agreement (Capstone)#page3.tif source=Trademark Security Agreement (Capstone)#page4.tif source=Trademark Security Agreement (Capstone)#page5.tif source=Trademark Security Agreement (Capstone)#page6.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 FIFTH THIRD BANK (“*Lender*”).

RECITALS:

A. Pursuant to that certain Amended and Restated Senior Secured Revolving Loan Agreement dated as of the date hereof among GRANTOR, PROGRESSIVE LOGISTICS SERVICES, LLC, a Georgia limited liability company (“*Progressive*”), LMS INTELLIBOUND, LLC, a Georgia limited liability company (“*LMS*”), NATIONAL FREIGHT HANDLERS, LLC, a Michigan limited liability company (“*National Freight*”), LMS MANAGEMENT, LLC, a Georgia limited liability company (“*Management*” and together with Capstone, Progressive, LMS and National Freight, collectively, the “*Borrower*”), PLS ACQUISITION HOLDINGS, INC., a Georgia corporation (“*PLS Holdings*”) and LMS INTELLIBOUND GROUP, INC., a Delaware corporation (“*LMS Holdings*”) PLS Holdings and LMS Holdings each a “*Guarantor*” and collectively the “*Guarantors*”, the Borrower and Guarantors each a “*Loan Party*” and collectively, the “*Loan Parties*”), and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Loan Agreement*”), Lender has agreed to make certain loans and other financial accommodations to Borrower, and Borrower has incurred certain obligations to Lender.

B. The Loan Parties have executed and delivered to Lender, 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 Lender 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 Lender 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 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 Lender 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 Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 Lender 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 Lender 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 Lender 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 Lender'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, Lender 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.

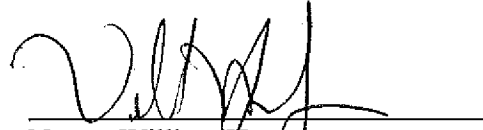
7. **COUNTERPARTS**. Any number of counterparts of this Trademark Security Agreement, including facsimiles or electronic transmissions, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall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

[Remainder of Page Intentionally Left Blank]

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:



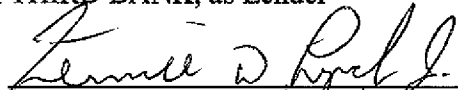
Name: William Harper

Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK, as Lender

By:


Name: Zennie W. Lynch Jr.
Title: Vice President

SCHEDULE I
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 1
to
Trademark Security Agreement

ATL 18264216v5

RECORDED: 04/04/2013

TRADEMARK
REEL: 004998 FRAME: 0181