

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                    |
|-----------------------|--------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT     |
| NATURE OF CONVEYANCE: | Security Agreement |

**CONVEYING PARTY DATA**

| Name                      | Formerly | Execution Date | Entity Type                                |
|---------------------------|----------|----------------|--------------------------------------------|
| JHCI Acquisition, Inc.    |          | 07/11/2013     | CORPORATION: DELAWARE                      |
| Arnold Logistics, LLC     |          | 07/11/2013     | LIMITED LIABILITY<br>COMPANY: PENNSYLVANIA |
| Arlo Transportation, Inc. |          | 07/11/2013     | CORPORATION: PENNSYLVANIA                  |

**RECEIVING PARTY DATA**

|                 |                                        |
|-----------------|----------------------------------------|
| Name:           | Wells Fargo Bank, National Association |
| Street Address: | 7711 Plantation Road, 1st Floor        |
| City:           | Roanoke                                |
| State/Country:  | VIRGINIA                               |
| Postal Code:    | 24019                                  |
| Entity Type:    | National Association: UNITED STATES    |

**PROPERTY NUMBERS Total: 8**

| Property Type        | Number  | Word Mark                             |
|----------------------|---------|---------------------------------------|
| Registration Number: | 3208076 | JACOBSON                              |
| Registration Number: | 1867232 | JACOBSON WAREHOUSE COMPANY            |
| Registration Number: | 1857946 | JJJ                                   |
| Registration Number: | 1899230 | JACOBSON TRANSPORTATION COMPANY, INC. |
| Registration Number: | 3362357 | CAN DO LOGISTICS                      |
| Registration Number: | 3520654 | JJJ LINCS                             |
| Registration Number: | 1814529 | ARNOLD LOGISTICS                      |
| Registration Number: | 2788242 | A ARNOLD LOGISTICS                    |

**CORRESPONDENCE DATA**

Fax Number: 8668265420  
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

CRS1-38832

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

07/18/2013

Total Attachments: 10  
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Additional Names and Addresses of Conveying Parties

| Name                         | Address                                         | Type        | Citizenship  |
|------------------------------|-------------------------------------------------|-------------|--------------|
| Arnold Logistics,<br>LLC     | 3811 Dixon Street,<br>Des Moines, Iowa<br>50313 | LLC         | Pennsylvania |
| Arlo Transportation,<br>Inc. | 3811 Dixon Street,<br>Des Moines, Iowa<br>50313 | Corporation | Pennsylvania |

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 11, 2013, is entered into by and between JHCI Acquisition, Inc., Arnold Logistics, LLC and Arlo Transportation, Inc. (collectively, the "Grantors") and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Assignee") pursuant to that certain Second Lien Guarantee and Collateral Agreement dated as of July 11, 2013, between the Assignee, each of the Grantors and the other parties party thereto (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "Security Agreement"), and pursuant to that certain Second Lien Credit Agreement, dated as of July 11, 2013 (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "Second Lien Credit Agreement") by and among JHCI Acquisition, Inc., a Delaware corporation (the "Borrower"), JHCI Holdings, Inc., a Delaware corporation, the banks, financial institutions and other entities from time to time parties thereto, J.P. Morgan Securities LLC and Wells Fargo Securities LLC, as joint lead arrangers and joint bookrunners, and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Second Lien Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to Assignee, for the benefit of the Second Lien Secured Parties, a security interest in all Trademarks now owned or at any time hereafter acquired by such Grantor in which such Grantor has any right, title or interest (except for any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15, U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Second Lien Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States Trademark applications and registrations as of the date hereof.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Trademark owned or subsequently acquired by such Grantor. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

4. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Second Lien Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Assignee (other than as provided in Section 11.06 of the Second Lien Credit Agreement) and, unless so consented to, each such assignment, transfer or delegation by any Grantor shall be void.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as


delivery of a manually executed counterpart hereof A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS

JHCI ACQUISITION, INC.

By:   
Name: John Rachwalski  
Title: Vice President and Secretary

ARNOLD LOGISTICS, LLC  
ARLO TRANSPORTATION, INC.

By: \_\_\_\_\_  
Name: Marty Howard  
Title: Vice President

[Signature Page -- Second Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS

JHCI ACQUISITION, INC.

By: \_\_\_\_\_

Name: John Rachwalski

Title: Vice President and Secretary

ARNOLD LOGISTICS, LLC

ARLO TRANSPORTATION, INC.

By:  \_\_\_\_\_

Name: Marty Howard

Title: Vice President

[Signature Page – Second Lien Trademark Security Agreement]

TRADEMARK  
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ASSIGNEE:


WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By: Jesse Mason  
Name: Jesse Mason  
Title: Vice President

[Signature Page – Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 005073 FRAME: 0859

Schedule A to SECOND LIEN TRADEMARK SECURITY AGREEMENT

| <u>Mark</u>                                                                       | <u>Reg. No. / Ser.<br/>No.</u> | <u>Grantor</u>            | <u>Date<br/>Registered/Filed</u> |
|-----------------------------------------------------------------------------------|--------------------------------|---------------------------|----------------------------------|
| JACOBSON                                                                          | 3,208,076                      | JHCI Acquisition,<br>Inc. | 2/1/06                           |
| JACOBSON<br>WAREHOUSE<br>COMPANY                                                  | 1,867,232                      | JHCI Acquisition,<br>Inc. | 10/26/93                         |
|  | 1,857,946                      | JHCI Acquisition,<br>Inc. | 10/26/93                         |
| JACOBSON<br>TRANSPORTATION<br>COMPANY, INC.                                       | 1,899,230                      | JHCI Acquisition,<br>Inc. | 10/27/93                         |
| CAN DO LOGISTICS                                                                  | 3,362,357                      | JHCI Acquisition,<br>Inc. | 2/1/06                           |
| LINCS                                                                             | 3,520,654                      | JHCI Acquisition,<br>Inc. | 10/21/08                         |
| ARNOLD<br>LOGISTICS                                                               | 1,814,529                      | Arnold Logistics,<br>LLC  | 12/28/03                         |
| A ARNOLD<br>LOGISTICS                                                             | 2,788,242                      | Arnold Logistics,<br>LLC  | 12/2/03                          |
| ARNOLD<br>INDUSTRIES                                                              | N/A                            | Arnold Logistics,<br>LLC  | N/A                              |
| ARNOLD<br>TRANSPORTATION<br>SERVICES                                              | N/A                            | Arnold Logistics,<br>LLC  | N/A                              |
| ATS                                                                               | N/A                            | Arnold Logistics,<br>LLC  | N/A                              |
| BLUEGRASS<br>(Design)                                                             | N/A                            | Arnold Logistics,<br>LLC  | N/A                              |
| WMS03                                                                             | N/A                            | Arnold Logistics,<br>LLC  | N/A                              |

ARLO

N/A

Arlo Transportation,  
Inc.

N/A

[[3417042]]

**RECORDED: 07/18/2013**

**TRADEMARK  
REEL: 005073 FRAME: 0861**