

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
Superior Bulk Logistics, Inc.		06/16/2005	CORPORATION: DELAWARE
Superior Carriers, Inc.		06/16/2005	CORPORATION: VIRGINIA
Superflo, Inc.		06/16/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2255742		
Registration Number:	1470081	CENTRAL TRANSPORT INC	
CORRESPONDENCE DATA			
Fax Number:	(312)840-7884		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 840-7860		
Email:	mmurphy@jenner.com		
Correspondent Name:	Mariann R. Murphy		
Address Line 1:	One IBM Plaza		
Address Line 2:	Jenner & Block LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	45072-10003		
NAME OF SUBMITTER:	Mariann R. Murphy		

CH \$65.00 2255742

Signature:	/Mariann R. Murphy/
Date:	03/29/2006
Total Attachments: 9 source=Patent and Trademark Security Agreement#page1.tif source=Patent and Trademark Security Agreement#page2.tif source=Patent and Trademark Security Agreement#page3.tif source=Patent and Trademark Security Agreement#page4.tif source=Patent and Trademark Security Agreement#page5.tif source=Patent and Trademark Security Agreement#page6.tif source=Patent and Trademark Security Agreement#page7.tif source=Patent and Trademark Security Agreement#page8.tif source=Patent and Trademark Security Agreement#page9.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 16, 2005, by SUPERIOR BULK LOGISTICS, INC., a Delaware corporation ("Superior Bulk"), SUPERIOR CARRIERS, INC., a Virginia corporation ("Superior Carriers"), and SUPERFLO, INC., a Delaware corporation ("SuperFlo" and, together with Superior Bulk and Superior Carriers, collectively, the "Grantors" and each, individually, a "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as collateral agent for the Lenders (as defined below) and the Noteholders (as defined below) (in such capacity, the "Collateral Agent").

RECITALS

A. Superior Carriers is party to that certain Note Agreement, dated as of May 30, 1997, among Superior Carriers, Central Transport, Inc., a Delaware corporation subsequently merged with and into Superior Carriers, D&L Transport, Inc., an Illinois corporation now dissolved, Berkshire Valley Land Corporation, a New Jersey corporation now dissolved, and the Noteholders (as heretofore or hereafter amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement (1997)"), pursuant to which Superior Carrier's Amended and Restated 9.35% Senior Secured Notes due May 30, 2007 are now outstanding (as amended, restated, supplemented or otherwise modified from time to time, the "Noteholder Notes (1997)");

B. Superior Bulk (formerly Superior Carriers, Incorporated) is party to that certain Note Agreement, dated as of September 2, 1999, as amended by the letter agreement dated June 28, 2002 and the letter agreement dated December 27, 2002, among Superior Bulk and the Noteholders (as heretofore or hereafter amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement (1999)", and together with the Note Agreement (1997), the "Note Agreements"), pursuant to which Superior Bulk's Amended and Restated 9.81% Senior Secured Notes due September 2, 2009 are now outstanding (as amended, restated, supplemented or otherwise modified from time to time, the "Noteholder Notes (1999)", and together with the Noteholder Notes (1997), being collectively the "Noteholder Notes");

C. Superior Bulk (formerly Superior Carriers, Incorporated) has guaranteed the obligations of Superior Carriers under the Note Agreement (1997) and the Noteholder Notes (1997) pursuant to the terms of a Guaranty Agreement, dated as of May 30, 1997, by Superior Bulk in favor of the Noteholders (as heretofore or hereafter amended, restated, supplemented or otherwise modified from time to time, the "Note Guaranty (1997)"), SuperFlo has guaranteed the obligations of Superior Carriers under the Note Agreement (1997) and the Noteholder Notes (1997) pursuant to the terms of a Guaranty Agreement, dated as of January 29, 1998, by SuperFlo in favor of the Noteholders (as heretofore or hereafter amended, restated, supplemented or otherwise modified from time to time, the "Note Guaranty (1998)"), and Superior Carriers and SuperFlo have guaranteed the obligations of Superior Bulk under the Note Agreement (1999) and the Noteholder Notes (1999) pursuant to the terms of a Subsidiary Guaranty, dated as of September 2, 1999, by Superior Carriers and SuperFlo in favor of the Noteholders (as heretofore or hereafter amended, restated, supplemented or otherwise modified from time to time, the "Note

Guaranty (1999)", and together with the Note Guaranty (1997) and the Note Guaranty (1998), being collectively the "Note Guaranties";

D. The Grantors, certain financial institutions (the "Old Lenders") and American National Bank and Trust Company of Chicago ("ANB"), individually as an Old Lender and as agent for the Old Lenders entered into a certain Second Amended and Restated Loan Agreement dated as of June 13, 2002 (as amended, supplemented or otherwise modified through the date hereof, the "Prior Loan Agreement"), pursuant to which the Old Lenders made certain loans, advances and other extensions of credit to the Grantors;

E. In order to secure the indebtedness, liabilities, and obligations of the Grantors (i) under the Prior Loan Agreement and the other "Loan Documents" (such term as used in this and the following Recitals shall have the meaning set forth in the Prior Loan Agreement) executed and delivered in connection therewith and (ii) under (a) the Note Agreement (1997) and the Note Guaranty (1997), (b) the Note Guaranty (1998), (c) the Note Agreement (1999) and the Note Guaranty (1999) and (d) the Noteholder Notes (such agreements referred to in clauses (a) - (d) above, being collectively, the "Note Documents"), the Grantors and ANB, as collateral agent (the "Prior Collateral Agent"), entered into, among other things, that certain Second Amended and Restated Security Agreement, dated as of June 13, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Prior Security Agreement");

F. The Grantors are now entering into a certain Credit Agreement, dated as of June 16, 2005, with the Collateral Agent, the Administrative Agent and the financial institutions from time to time parties thereto as the "Lenders", including LaSalle as "Issuing Lender" (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to provide loans, advances and other financial accommodations to certain of the Grantors;

G. The Lenders, Noteholders and Collateral Agent have entered into the Second Amended And Restated Collateral Agency and Intercreditor Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") dated as of the date hereof under which the Collateral Agent agrees to act as collateral agent for the benefit of the Lenders and the Noteholders.

H. The Grantors have entered into the Third Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Collateral Agent pursuant to which certain obligations owed to the Lenders and the Noteholders are secured.

I. Pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the ratable benefit of the Lenders and the Noteholders, this Agreement.

J. Pursuant to the terms of the Security Agreement, Grantors have granted to the Collateral Agent, for the benefit of the Lenders and the Noteholders, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses,

trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Security Agreement).

K. Pursuant to the terms of the Security Agreement, Grantors have granted to the Collateral Agent, for the benefit of the Lenders and the Noteholders, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement and the Note Agreements.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Note Agreements, the Grantors do hereby grant to the Collateral Agent, for the benefit of the Lenders and the Noteholders, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2


annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Note Agreements and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

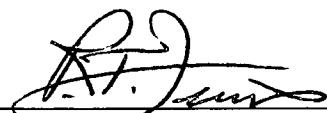
[signature page follows]

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

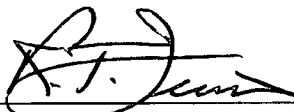
SUPERIOR BULK LOGISTICS, INC.

By: 
Name: RICHARD T. LEWIS
Title: CHAIRMAN & CHIEF EXECUTIVE OFFICER

SUPERIOR CARRIERS, INC.

By: 
Name: RICHARD T. LEWIS
Title: CHAIRMAN & CHIEF EXECUTIVE OFFICER

SUPERFLO, INC.

By: 
Name: RICHARD T. LEWIS
Title: CHAIRMAN & CHIEF EXECUTIVE OFFICER

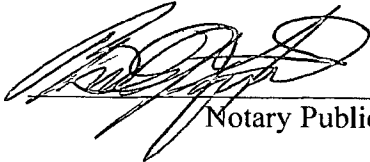
Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Collateral Agent

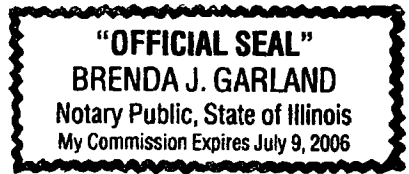
By: _____
Name: _____
Title: _____

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 16 day of June, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantors, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entity.



Notary Public



*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 003278 FRAME: 0594

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SUPERIOR BULK LOGISTICS, INC.

By: _____
Name: _____
Title: _____

SUPERIOR CARRIERS, INC.

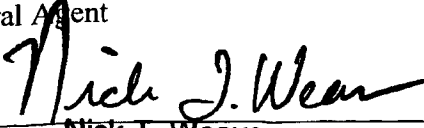
By: _____
Name: _____
Title: _____

SUPERFLO, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Nick T Weaver
Title: Senior Vice President

*Signature Page to Patent & Trademark
Security Agreement*

**TRADEMARK
REEL: 003278 FRAME: 0595**

Schedule 1 to Patent and Trademark Security Agreement

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks

Superior Bulk Logistics, Inc. owns the "S-highway logo" trademark that has been registered with the United States Patent and Trademark Office, Registration Number 2,255,742.

Central Transport Inc., which merged into Superior Carriers, Inc. on December 30, 2002, owns the "Central Transport in an inverted triangle logo" that has been registered with the United States Patent and Trademark Office, Registration Number 1,470,081.

Pending Trademark Applications.

None.

Unregistered Trademarks

Superior Carriers, Inc. owns the unregistered trademark "Quality in Motion"

SuperFlo, Inc. owns the "two arrow logo" unregistered trademark.

Carry Transit uses an unregistered logo depicting a triangle and the Carry Transit name.

Licensed Trademarks

Superior Carriers, Inc. has a license to use the registered trademark "Responsible Care – A Public Commitment" that is owned by The Chemical Manufacturers Association.

Schedule 2 to Patent and Trademark Security Agreement

Patents, Patent Applications and Patent Licenses

Superior Bulk Logistics, Inc. owns a patent for a device for washing and drying the inside of a tanker truck that is registered with the United States Patent and Trademark Office, U.S. Patent No. 4,941,493. The patent was acquired from Carry Companies of Illinois.

Superior Bulk Logistics, Inc. has a pending patent application with the United States Patent and Trademark Office for a portable bulk product melt system (SN 10/697,384, Application No. 20,040,089,247, filing date October 30, 2003.)