

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
Oregon International Air Freight Co.		08/31/2010	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	30 South Meridian Street		
Internal Address:	Suite 800		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1710934	OREGON INTERNATIONAL AIRFREIGHT	
Registration Number:	1712286	OIA	
Registration Number:	2357615	OIA GLOBAL LOGISTICS	
Registration Number:	1714224	OIA	
CORRESPONDENCE DATA			
Fax Number:	(317)684-5173		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-684-5000		
Email:	trademark@boselaw.com		
Correspondent Name:	Jennifer L. Day, Bose McKinney & Evans		
Address Line 1:	111 Monument Circle		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	16185-0012		

OP \$115.00 1710934

NAME OF SUBMITTER:	Jennifer L. Day
Signature:	/Jennifer L. Day/
Date:	09/07/2010
Total Attachments: 7 source=Bank of America Security Agreement#page1.tif source=Bank of America Security Agreement#page2.tif source=Bank of America Security Agreement#page3.tif source=Bank of America Security Agreement#page4.tif source=Bank of America Security Agreement#page5.tif source=Bank of America Security Agreement#page6.tif source=Bank of America Security Agreement#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 31, 2010, by **OREGON INTERNATIONAL AIR FREIGHT CO.**, an Oregon corporation (the "Grantor"), in favor of **BANK OF AMERICA, N.A.**, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of October 25, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Joinder to Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor 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 Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's 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 Grantor 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");

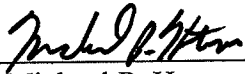
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, 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 Grantor 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 Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 and Guaranty and Collateral 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 Guaranty and Collateral Agreement.

[signature page follows]


The Grantor has 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.

OREGON INTERNATIONAL AIR FREIGHT CO.,
an Oregon corporation

By: 
Title: Michael P. Hutson, Treasurer

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Title: Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said State and County, personally appeared Michael P. Hutson, the Treasurer of OREGON INTERNATIONAL AIR FREIGHT CO., who, being first duly sworn, acknowledged execution of the foregoing Patent and Trademark Security Agreement on behalf of such corporation.

WITNESS my hand and Notarial Seal this 31st day of August, 2010.

Jayne E Taylor
Notary Public
Jayne E Taylor
(Printed Name)

My Commission Expires:

May 20, 2015

County of Residence:

Henry

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

COUNTRY	MARK	REG. NO./SERIAL NO.
U.S.	Oregon International Airfreight (Stylized)	1,710,934
U.S.	OIA (Stylized)	1,712, 286
U.S.	OIA Global Logistics (Stylized)	2,357,615
U.S.	OIA	1,714,224

Foreign Applications/Registrations

COUNTRY	MARK	REG. NO./SERIAL NO.
Indonesia	OIA Global Logistics	468400
Indonesia	OIA	305,220
Taiwan	OIA Global Logistics (Design)	1139665
Taiwan	OIA	67000
China	OIA Global Logistics & Device	4744956
China	OIA	769340
Thailand	OIA	246211/BOR1540
Hong Kong	OIA Global Logistics (Design)	14,944
Hong Kong	OIA Global Logistics	14,945
Hong Kong	OIA	03368 of 1995
Korea	OIA	24440

COUNTRY	MARK	REG. NO./SERIAL NO.
Korea	Oregon International Airfreight	24441
Vietnam	OIA	11798
Dominican Rep.	OIA	59,155
Singapore	OIA Global Logistics (Design)	T01/05177J
Sri Lanka	Oregon International Airfreight	102330

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.

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RECORDED: 09/07/2010

**TRADEMARK
REEL: 004273 FRAME: 0206**