

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the Missing name of Assignor previously recorded on Reel 018420 Frame 0724. Assignor(s) hereby confirms the Security Agreement to that certain Credit and Guaranty Agreement.

CONVEYING PARTY DATA

Name	Execution Date
JHT Holdings, Inc., a Delaware corporation	06/21/2006
JHT Acquisition Corporation, a Delaware corporation	06/21/2006

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P., a Delaware limited partnership
Street Address:	85 Broad Street
Internal Address:	29th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004

Name:	D.B. Zwirn Special Opportunities Fund, L.P.
Street Address:	745 Fifth Avenue
Internal Address:	18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	10463397
Application Number:	09650207
Application Number:	60761720
Patent Number:	4949985
Patent Number:	5465813
Patent Number:	5722677

PATENT

500169303

REEL: 018433 FRAME: 0001

OP \$320.00 10463397

Patent Number:	6120051
----------------	---------

Patent Number:	6109642
----------------	---------

CORRESPONDENCE DATA

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147581500

Email: estafford@pattonboggs.com

Correspondent Name: Darren W. Collins

Address Line 1: 2001 Ross Avenue; Suite 3000

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023714.0115
-------------------------	-------------

NAME OF SUBMITTER:	Darren W. Collins
--------------------	-------------------

Total Attachments: 36

source=recordal#page1.tif
source=recordal#page2.tif
source=recordal#page3.tif
source=recordal#page4.tif
source=recordal#page5.tif
source=recordal#page6.tif
source=recordal#page7.tif
source=recordal#page8.tif
source=recordal#page9.tif
source=recordal#page10.tif
source=recordal#page11.tif
source=recordal#page12.tif
source=recordal#page13.tif
source=recordal#page14.tif
source=recordal#page15.tif
source=recordal#page16.tif
source=recordal#page17.tif
source=recordal#page18.tif
source=recordal#page19.tif
source=recordal#page20.tif
source=recordal#page21.tif
source=recordal#page22.tif
source=recordal#page23.tif
source=recordal#page24.tif
source=recordal#page25.tif
source=recordal#page26.tif
source=recordal#page27.tif
source=recordal#page28.tif
source=recordal#page29.tif
source=recordal#page30.tif
source=recordal#page31.tif
source=recordal#page32.tif
source=recordal#page33.tif

source=recordal#page34.tif
source=recordal#page35.tif
source=recordal#page36.tif



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)**Electronic Patent Assignment System****Confirmation Receipt**

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement to that certain Credit and Guaranty Agreement
CONVEYING PARTY DATA	
Name	Execution Date
JHT Acquisition Corporation, a Delaware corporation	06/21/2006
RECEIVING PARTY DATA	
Name:	D.B. Zwirn Special Opportunities Fund, L.P.
Street Address:	745 Fifth Avenue
Internal Address:	18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
Name:	Goldman Sachs Specialty Lending Group, L.P., a Delaware limited partnership
Street Address:	85 Broad Street
Internal Address:	29th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	4949985
Patent Number:	5465813

Patent Number:	5722677
Patent Number:	6120051
Application Number:	10463397
Patent Number:	6109642
Application Number:	09650207
Application Number:	60761720

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147581500
Email: estafford@pattonboggs.com
Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue; Suite 3000
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023714.0115
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	10/24/2006

Total Attachments: 29

source=IP security agmt#page1.tif
source=IP security agmt#page2.tif
source=IP security agmt#page3.tif
source=IP security agmt#page4.tif
source=IP security agmt#page5.tif
source=IP security agmt#page6.tif
source=IP security agmt#page7.tif
source=IP security agmt#page8.tif
source=IP security agmt#page9.tif
source=IP security agmt#page10.tif
source=IP security agmt#page11.tif
source=IP security agmt#page12.tif
source=IP security agmt#page13.tif
source=IP security agmt#page14.tif
source=IP security agmt#page15.tif
source=IP security agmt#page16.tif
source=IP security agmt#page17.tif
source=IP security agmt#page18.tif
source=IP security agmt#page19.tif
source=IP security agmt#page20.tif
source=IP security agmt#page21.tif
source=IP security agmt#page22.tif
source=IP security agmt#page23.tif
source=IP security agmt#page24.tif
source=IP security agmt#page25.tif
source=IP security agmt#page26.tif
source=IP security agmt#page27.tif

source=IP security agmt#page28.tif
source=IP security agmt#page29.tif

RECEIPT INFORMATION

EPAS ID: PAT175787
Receipt Date: 10/24/2006
Fee Amount: \$320

[Return to home page](#)

[| .HOME | INDEX | SEARCH | eBUSINESS | CONTACT US | PRIVACY STATEMENT](#)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of June 21, 2006, by JHT HOLDINGS, INC., a Delaware corporation ("**JHT**"), JHT ACQUISITION CORP., a Delaware corporation, ("**Holdings**"), and CERTAIN SUBSIDIARIES OF JHT ("**Subsidiaries**," and together with JHT and Holdings, and including any of their respective successors or permitted assignees, each a "**Grantor**" and collectively the "**Grantors**"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (GSSLG) and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., each as an Administrative Agent (in such capacity, each an "Administrative Agent") and a Co-Lead Arranger, and GSSLG, as Managing Administrative Agent (in such capacity "Managing Administrative Agent" and Collateral Agent. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantors, each Administrative Agent and the Lenders party thereto from time to time (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantors certain amounts pursuant to a term loan (the "**Loan**"); and

WHEREAS, it is a condition precedent to the obligation of each Administrative Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to the Managing Administrative Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of each Administrative Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure the Grantor prompt and complete payment of the Loans and the performance and observance of all of the Grantors' Obligations under the Credit Agreement, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement that is defined in the Credit Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the "**IP Collateral**");

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademarks and service marks, trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of each Administrative Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Managing Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Managing Administrative Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Managing Administrative Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor’s attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Managing Administrative Agent’s discretion, to take any action and to execute any instrument that the Managing Administrative Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of each Administrative Agent

and the Lenders without first obtaining such Grantor's approval thereof or signature thereto), but after providing notice to Company Agent, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of each Administrative Agent and the Lenders without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Collateral Agent will not take any actions which result in an assignment or transfer of title of such IP Collateral to Agent.

(c) To execute any document required to acknowledge, register or perfect the interest of each Administrative Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Managing Administrative Agent in the use of the IP Collateral, or (ii) take any other actions with respect to the IP Collateral as Managing Administrative Agent deems to be in the best interest of Managing Administrative Agent.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated (except for any obligations designated under the Credit Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Managing Administrative Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Managing Administrative Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Managing Administrative Agent, for the ratable benefit of the Lenders, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to each Administrative Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of the Grantors and each Administrative Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Credit Documents, the provisions of the Credit Agreement or the other Credit Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) This Intellectual Property Security Agreement is subject to that certain Intercreditor Agreement, dated as of June __, 2006, by and between WELLS FARGO FOOTHILL, INC., in its capacity as administrative agent for the First Lien Obligations (as defined therein), including its successors and assigns from time to time and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as collateral agent for the Second Lien Obligations (as defined therein), including its successors and assigns from time to time.

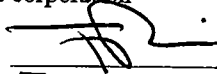
(d) **APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

[Remainder of Page Intentionally Blank; Signature Page Follows]

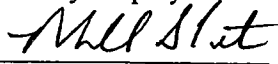
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

JHT HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Frank J. Pacetti
Title: Assistant Secretary


ATC LEASING COMPANY LLC,
a Kentucky limited liability company

By: 
Name: Michael Testman
Title: President


AUTOMOTIVE CARRIER SERVICES CO. LLC,
a Kentucky limited liability company

By: 
Name: Michael Testman
Title: Assistant Secretary


JOHNSTON-HOUSTON TRAVEL LLC,
a Kentucky limited liability company

By: 
Name: Michael Testman
Title: President

EQUIPMENT TRANSFER LLC,
a Wisconsin limited liability company


By: 
Name: Frank J. Pacetti
Title: Assistant Secretary

UNIMARK LLC,
a Wisconsin limited liability company


By: 
Name: Michael Testman
Title: Assistant Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACTIVE TRUCK TRANSPORT LLC,
a Kentucky limited liability company

By: 
Name: Frank J. Pacetti
Title: Assistant Secretary


ACTIVE ACQUISITION CORP.,
a Kentucky corporation

By: 
Name: Frank J. Pacetti
Title: Assistant Secretary


ACTIVE USA, INC.,
an Indiana corporation

By: 
Name: Frank J. Pacetti
Title: Assistant Secretary


AUTO TRUCK TRANSPORT CORPORATION
a Georgia corporation

By: 
Name: michael Testman
Title: Assistant Secretary

BO PROPERTIES, INC.
a Wisconsin corporation

By: 
Name: michael Testman
Title: Assistant Secretary

HJT ACQUISITION CORP.,
a Kentucky corporation

By: 
Name: michael Testman
Title: Assistant Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

UNIMARK CARHAUL, INC.,
a Texas corporation

By: Michael Testman
Name: Michael Testman
Title: **Assistant Secretary**

UNIMARK TRUCK TRANSPORT, INC.,
a Wisconsin corporation

By: Michael Testman
Name: Michael Testman
Title: **Assistant Secretary**

SAFETY CARRIER, INC.,
a Texas corporation

By: Michael Testman
Name: Michael Testman
Title: **Assistant Secretary**

JHT ACQUISITION CORP.
a Delaware corporation

By: _____
Name: **Kirk Ferguson**
Title: **President**

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

UNIMARK CARHAUL, INC.,
a Texas corporation

By: _____
Name:
Title:

UNIMARK TRUCK TRANSPORT, INC.,
a Wisconsin corporation

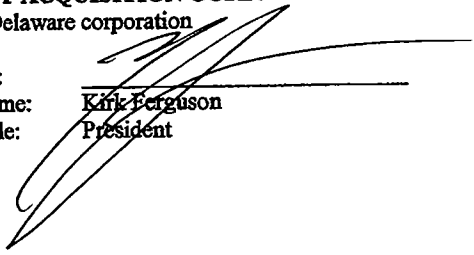
By: _____
Name:
Title:

SAFETY CARRIER, INC.,
a Texas corporation

By: _____
Name:
Title:

JHT ACQUISITION CORP.
a Delaware corporation

By: _____
Name: Kirk Ferguson
Title: President



[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

AGENT:

**GOLDMAN SACHS SPECIALTY LENDING GROUP,
L.P.**

By: 
Name: Stephen W. Hipp
Title: Authorized Signatory

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

**PATENT
REEL: 018433 FRAME: 0015**

ACKNOWLEDGMENT

STATE OF WISCONSIN :

: SS

COUNTY OF KENOSHA :

Before me, the undersigned, a Notary Public, on this 14th day of JUNE, 2006, personally appeared FRANK J. PACETTI, to me known personally, who, being by me duly sworn, did say that he is the Ass't Secretary of JHT HOLDINGS, INC., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Ass't Secretary acknowledged said instrument to be his free act and deed.



Notary Public MATTHEW T. TROHA
My Commission ~~Expires~~: is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF KENOSHA :

Before me, the undersigned, a Notary Public, on this 14th day of June 2006, personally appeared MICHAEL TESTMAN, to me known personally, who, being by me duly sworn, did say that he is the PRESIDENT of ATC LEASING COMPANY, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors and the said President acknowledged said instrument to be his free act and deed.



Notary Public MATTHEW T. TROHA
My Commission ~~Expires~~: is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF WISCONSIN :

: SS

COUNTY OF KENOSHA :

Before me, the undersigned, a Notary Public, on this 14th day of June 2006, personally appeared MICHAEL TESTMAN to me known personally, who, being by me duly sworn, did say that he is the Asst Secretary of AUTOMOTIVE CARRIER SERVICES CO. LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors and the said Asst Secretary acknowledged said instrument to be his free act and deed.



Notary Public — MATTHEW T. TROHA
My Commission ~~Expires~~ is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF KENOSHA :

Before me, the undersigned, a Notary Public, on this 14th day of June, 2006, personally appeared MICHAEL TESTMAN to me known personally, who, being by me duly sworn, did say that he is the PRESIDENT of JOHNSON-HOUSTON TRAVEL LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said President acknowledged said instrument to be his free act and deed.



Notary Public MATTHEW T. TROHA
My Commission Expires: is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

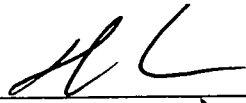
ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF Douglas :

Before me, the undersigned, a Notary Public, on this 14th day of June, 2006, personally appeared Mark J. Pacetti to me known personally, who, being by me duly sworn, did say that he is the Asst. Secretary of EQUIPMENT TRANSFER LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Asst. Secretary acknowledged said instrument to be his free act and deed.


Notary Public - Matthew T. Troka
My Commission ~~Expires:~~ is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]


ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF Kenosha :

Before me, the undersigned, a Notary Public, on this 14th day of June, 2006, personally appeared Michael Testman to me known personally, who, being by me duly sworn, did say that he is the Asst. Secretary of UNIMARK LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Asst. Secretary acknowledged said instrument to be his free act and deed.


Notary Public - Matthew J. Teske
My Commission ~~Expires~~ is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

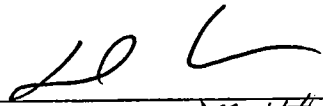
ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF Kenosha :

Before me, the undersigned, a Notary Public, on this 14th day of June, 2006, personally appeared Frank J. Facetti to me known personally, who, being by me duly sworn, did say that he is the Asst. Secretary of ACTIVE TRUCK TRANSPORT LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Asst. Secretary acknowledged said instrument to be his free act and deed.


Notary Public - Matthew J. Troka
My Commission Expires: is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

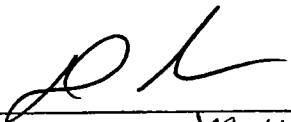
ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF Kenosha :

Before me, the undersigned, a Notary Public, on this 14th day of June, 2006, personally appeared Frank J. Facetti to me known personally, who, being by me duly sworn, did say that he is the Asst. Secretary of ACTIVE ACQUISITION CORP., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Asst. Secretary acknowledged said instrument to be his free act and deed.


Notary Public - Matthew J. Traka
My Commission ~~Expires:~~ is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

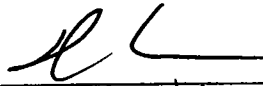
ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF Kenosha :

Before me, the undersigned, a Notary Public, on this 14th day of June, 2006, personally appeared Frank J. Facetti to me known personally, who, being by me duly sworn, did say that he is the Asst Secretary of ACTIVE USA, INC., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Asst Secretary acknowledged said instrument to be his free act and deed.


Notary Public - Matthew J. Troha
My Commission Expires: is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF Douglas :

Before me, the undersigned, a Notary Public, on this 14th day of June, 2006, personally appeared Michael Testman to me known personally, who, being by me duly sworn, did say that he is the Asst. Secretary of AUTO TRUCK TRANSPORT CORPORATION, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Asst. Secretary acknowledged said instrument to be his free act and deed.

Matthew J. Drake
Notary Public - Matthew J. Drake
My Commission ~~Expires~~ is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF Kenosha :

Before me, the undersigned, a Notary Public, on this 14th day of June, 2006, personally appeared Michael Testman to me known personally, who, being by me duly sworn, did say that he is the Asst. Secretary of BO PROPERTIES, INC., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Asst. Secretary acknowledged said instrument to be his free act and deed.

Matthew J. Traka
Notary Public - Matthew J. Traka
My Commission ~~Expires~~: is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF Kenosha :

Before me, the undersigned, a Notary Public, on this 14th day of June, 2006, personally appeared Michael Testman to me known personally, who, being by me duly sworn, did say that he is the Asst. Secretary of HJT ACQUISITION CORP., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Asst. Secretary acknowledged said instrument to be his free act and deed.

[Signature]
Notary Public - Matthew J. Proke
My Commission Expires: is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF Kenosha :

Before me, the undersigned, a Notary Public, on this 14th day of June, 2006, personally appeared Michael Testman to me known personally, who, being by me duly sworn, did say that he is the Asst. Secretary of UNIMARK CARHAUL, INC., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Asst. Secretary acknowledged said instrument to be his free act and deed.

ML
Notary Public - Matthew J. Frohe
My Commission Expires is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]


ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF Douglas :

Before me, the undersigned, a Notary Public, on this 14th day of June, 2006, personally appeared Michael Testman to me known personally, who, being by me duly sworn, did say that he is the Asst. Secretary of UNIMARK TRUCK TRANSPORT, INC., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Asst. Secretary acknowledged said instrument to be his free act and deed.


Notary Public - Matthew J. Trake
My Commission Expires: is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF Wisconsin :

: SS

COUNTY OF Kenosha :

Before me, the undersigned, a Notary Public, on this 14th day of June, 2006, personally appeared Michael Testman, to me known personally, who, being by me duly sworn, did say that he is the Asst. Secretary of SAFETY CARRIER, INC., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Asst. Secretary acknowledged said instrument to be his free act and deed.

ML
Notary Public - Matthew J. Traka
My Commission Expires: is permanent

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

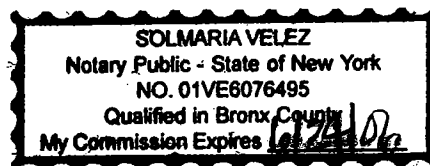
STATE OF New York :

: SS

COUNTY OF New York :

Before me, the undersigned, a Notary Public, on this 19 day of June, 2006, personally appeared Kirk Ferguson to me known personally, who, being by me duly sworn, did say that he is the President of JHT ACQUISITION CORP., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said _____ acknowledged said instrument to be his free act and deed.

Solmaria Velez
Notary Public
My Commission Expires: 6/24/07



[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF Texas :

: SS

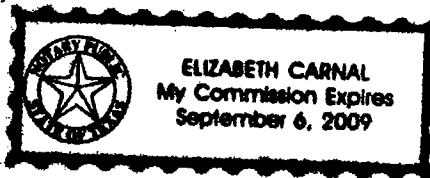
COUNTY OF Denton :

Before me, the undersigned, a Notary Public, on this 19 day of June 2006, personally appeared Stephen Hipp to me known personally, who, being by me duly sworn, did say that he is the Auth. Signatory of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said an Administrative Agent, and the said Auth. Signatory acknowledged said instrument to be his free act and deed.

Elizabeth Carnal

Notary Public

My Commission Expires: Sept. 6, 2009



[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents / Pending Patent Applications

All of the following patents are owned by ATC:

1. U.S. Patent No. 4,949,985 entitled "Low Ride Saddle Mount", issued August 21, 1990.
2. U.S. Patent No. 5,465,813 entitled "Brake Unit for Towed Vehicle", issued November 14, 1995.
3. U.S. Patent No. 5,722,677 entitled "Apparatus for Transportation of Trucks", issued March 3, 1998.
4. U.S. Patent No. 6,120,051, entitled "Apparatus for Transportation of Trucks", issued September 19, 2000.
5. U.S. Patent Application Serial No. 10/463,397 entitled "Trailer Apparatus and Assembly for Transportation of Wheeled Vehicles", filed June 17, 2003.
6. U.S. Patent No. 6,109,642, entitled "Self-Lubricated King Pin and Saddle Assembly", issued August 29, 2000.
7. U.S. Patent Application Serial No. 09/650,207 entitled "Self-Lubricated King Pin and Saddle Assembly", filed August 29, 2000.
8. U.S. Patent Application Serial No. 60/761,720 entitled "Low Rise Saddle Mount", filed January 24, 2006.
9. Mexican Patent No. 227826 entitled "Self-Lubricated King Pin and Saddle Assembly", issued May 16, 2005.
10. Mexican Patent Application No. 01/00245 entitled "Trailer Apparatus and Assembly for Transportation of Vehicles", filed January 9, 2001.
11. Canadian Patent Application No. 2,345,793 entitled "Self-Lubricated King Pin and Saddle Assembly", filed October 1, 1999.
12. Canadian Patent Application No. 2,336,778 entitled "Trailer Apparatus and Assembly for Transportation of Vehicles", filed July 9, 1999.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

None

Pending Trademark Applications

None

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 24, 2006

PTAS

500169019A

DARREN W. COLLINS
2001 ROSS AVENUE; SUITE 3000
PATTON BOGGS LLP
DALLAS, TX 75201

500169019A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/24/2006

REEL/FRAME: 018420/0724

NUMBER OF PAGES: 31

BRIEF: SECURITY AGREEMENT TO THAT CERTAIN CREDIT AND GUARANTY AGREEMENT
DOCKET NUMBER: 023714.0115

ASSIGNOR:

JHT ACQUISITION CORPORATION, A
DELAWARE CORPORATION

DOC DATE: 06/21/2006

ASSIGNEE:

D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.
745 FIFTH AVENUE
18TH FLOOR
NEW YORK, NEW YORK 10151

018420/0724 PAGE 2

ASSIGNEE:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., A DELAWARE LIMITED
PARTNERSHIP
85 BROAD STREET
29TH FLOOR
NEW YORK, NEW YORK 10004

SERIAL NUMBER: 10463397 FILING DATE: 06/17/2003
PATENT NUMBER: ISSUE DATE:
TITLE: TRAILER APPARATUS AND ASSEMBLY FOR TRANSPORTATION OF WHEELED
VEHICLES

SERIAL NUMBER: 09650207 FILING DATE: 08/29/2000
PATENT NUMBER: ISSUE DATE:
TITLE: SELF-LUBRICATED KING PIN AND SADDLE ASSEMBLY

SERIAL NUMBER: 60761720 FILING DATE: 01/24/2006
PATENT NUMBER: ISSUE DATE:
TITLE: LOW RIDE SADDLE MOUNT

SERIAL NUMBER: 07369950 FILING DATE: 06/22/1989
PATENT NUMBER: 4949985 ISSUE DATE: 08/21/1990
TITLE: LOW RIDE SADDLE MOUNT

SERIAL NUMBER: 08331163 FILING DATE: 10/28/1994
PATENT NUMBER: 5465813 ISSUE DATE: 11/14/1995
TITLE: BRAKE UNIT

SERIAL NUMBER: 08291767 FILING DATE: 08/17/1994
PATENT NUMBER: 5722677 ISSUE DATE: 03/03/1998
TITLE: APPARATUS FOR THE TRANSPORTATION OF TRUCKS

SERIAL NUMBER: 09033357 FILING DATE: 03/02/1998
PATENT NUMBER: 6120051 ISSUE DATE: 09/19/2000
TITLE: APPARATUS FOR TRANSPORTATION OF TRUCKS

SERIAL NUMBER: 09164617 FILING DATE: 10/01/1998
PATENT NUMBER: 6109642 ISSUE DATE: 08/29/2000
TITLE: SELF-LUBRICATED KING PIN AND SADDLE ASSEMBLY

PAULA MCCRAY, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

10/24/2006
500169019

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement to that certain Credit and Guaranty Agreement

CONVEYING PARTY DATA

Name	Execution Date
JHT Acquisition Corporation, a Delaware corporation	06/21/2006

RECEIVING PARTY DATA

Name:	D.B. Zwirn Special Opportunities Fund, L.P.
Street Address:	745 Fifth Avenue
Internal Address:	18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151

Name:	Goldman Sachs Specialty Lending Group, L.P., a Delaware limited partnership
Street Address:	85 Broad Street
Internal Address:	29th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	4949985
Patent Number:	5465813
Patent Number:	5722677
Patent Number:	6120051
Application Number:	10463397
Patent Number:	6109642
Application Number:	09650207
Application Number:	60761720

OP \$320.00 4949985

CORRESPONDENCE DATA**Fax Number:** (214)758-1550*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.***Phone:** 2147581500**Email:** estafford@pattonboggs.com**Correspondent Name:** Darren W. Collins**Address Line 1:** 2001 Ross Avenue; Suite 3000**Address Line 2:** Patton Boggs LLP**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:**

023714.0115

NAME OF SUBMITTER:

Darren W. Collins

Total Attachments: 29

source=IP security agmt#page1.tif

source=IP security agmt#page2.tif

source=IP security agmt#page3.tif

source=IP security agmt#page4.tif

source=IP security agmt#page5.tif

source=IP security agmt#page6.tif

source=IP security agmt#page7.tif

source=IP security agmt#page8.tif

source=IP security agmt#page9.tif

source=IP security agmt#page10.tif

source=IP security agmt#page11.tif

source=IP security agmt#page12.tif

source=IP security agmt#page13.tif

source=IP security agmt#page14.tif

source=IP security agmt#page15.tif

source=IP security agmt#page16.tif

source=IP security agmt#page17.tif

source=IP security agmt#page18.tif

source=IP security agmt#page19.tif

source=IP security agmt#page20.tif

source=IP security agmt#page21.tif

source=IP security agmt#page22.tif

source=IP security agmt#page23.tif

source=IP security agmt#page24.tif

source=IP security agmt#page25.tif

source=IP security agmt#page26.tif

source=IP security agmt#page27.tif

source=IP security agmt#page28.tif

source=IP security agmt#page29.tif

PATENT**RECORDED: 10/25/2006****REEL: 018433 FRAME: 0039**