

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADS Logistics, LLC	01/18/2008
RECEIVING PARTY DATA	
Name:	William Blair Mezzanine Capital Fund II, L.P.
Street Address:	303 W. Madison Street
Internal Address:	Suite 2100
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5401129
CORRESPONDENCE DATA	
Fax Number:	(414)298-8097
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414-298-1000
Email:	klee@reinhardtllaw.com
Correspondent Name:	Kent A. Lee
Address Line 1:	1000 North Water Street
Address Line 2:	Suite 2100
Address Line 4:	Milwaukee, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	10269
NAME OF SUBMITTER:	Kent A. Lee
Total Attachments: 8 source=CAPY Agreement (Patent)#page1.tif source=CAPY Agreement (Patent)#page2.tif	

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AGREEMENT
(Patent)

THIS AGREEMENT (PATENT), dated as of January 18, 2008 (this "Agreement"), is by and between ADS LOGISTICS, LLC, a Delaware limited liability company ("Obligor"), and WILLIAM BLAIR MEZZANINE CAPITAL FUND II, L.P., an Illinois limited partnership (in its individual capacity, together with its successors and assigns, "Blair"), acting in its capacity as contractual representative (in such capacity, together with its successors in such capacity, the "Documentation Agent") for the benefit of all Lender Parties (as such term is defined below).

W I T N E S S E T H:

WHEREAS, pursuant to a Senior Subordinated Loan Agreement made and entered into as of January 18, 2008 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Obligor, Alternative Distribution Systems, Inc. ("ADSI"), May Logistics Services, Inc. ("May Logistics"), Blair, General Electric Capital Corporation ("GECC"), Regiment Capital Special Situations Fund III, L.P. ("Regiment") and Global Leveraged Capital Credit Opportunity Fund I ("Global") (Blair, GECC, Regiment and Global are individually referred to herein as a "Lender Party" and collectively, the "Lender Parties"), the Lender Parties have agreed to make a senior subordinated loan to the Borrower, on the terms and subject to the conditions set forth in the Loan Agreement.

WHEREAS, in connection with the Loan Agreement, Obligor, ADSI and May Logistics have executed and delivered to Documentation Agent a Subordinated Security Agreement, dated as of January 18, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Loans and other extensions of credit under the Loan Agreement, Obligor is required to execute and deliver this Agreement and to grant to Documentation Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Loans and other extensions of credit pursuant to the Loan Agreement, Obligor agrees, for the benefit of all Lender Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Security Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Liabilities, Obligor does hereby mortgage, pledge and grant to Documentation Agent, for the benefit of all Lender Parties, a continuing security interest in, all of the following property (the "Patent Collateral"), whether now or hereafter owned, acquired, existing or arising:

all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 hereto;

all patent licenses, including each patent license referred to in Item B of Attachment 1 hereto;

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and b; and

all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

3. Security Agreement. This Agreement has been executed and delivered by Obligor for the purpose of registering the security interest of Documentation Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Documentation Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Documentation Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon indefeasible payment in full in cash and performance of all Liabilities, Documentation Agent shall, at Obligor's expense, execute and deliver to Obligor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

5. Acknowledgement. Obligor does hereby further acknowledge and affirm that the rights and remedies of Documentation Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Related Document. This Agreement is a Transaction Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

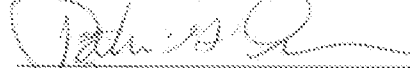
7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

935 West 175th Street
Homewood, IL 60430-2049
Attention: Chief Executive Officer
Telephone: 708/922-2029
Facsimile: 708/799-5297

ADS LOGISTICS, LLC

By: 
Name: Patrick O. Sullivan
Title: VP-CFO

With a copy to:
Schiff Hardin LLP
233 South Wacker Drive
6600 Sears Tower
Chicago, Illinois 60606
Attention: Jeffrey N. Smith
Telephone: 312/258-5805
Facsimile: 312/258-5600

Address:
c/o Merit Capital Partners
303 W. Madison Street, Suite 2100
Chicago, Illinois 60606
Attention: Timothy MacKenzie
Telephone: 312/592-6130
Facsimile: 312/592-6112

WILLIAM BLAIR MEZZANINE
CAPITAL FUND II, L.P., an Illinois limited
partnership, as Documentation Agent

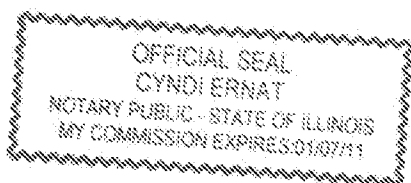
BY: WILLIAM BLAIR MEZZANINE
CAPITAL PARTNERS II, LLC, its General
Partner

By: _____
Name: _____
Title: _____

STATE OF Illinois)
)
COUNTY OF Cook) SS.

I, Cyndi Ernst, a notary public in and for said County, in the State of
aforesaid, DO HEREBY CERTIFY that Robert A. Sussman, personally known to me to
be a V.P. = CEO of ADS LOGISTICS, LLC, a Delaware limited liability
company, and personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that he/she
signed and delivered the said instrument as such officer of said limited liability company,
pursuant to authority, given by the Managers of said limited liability company as such person's
free and voluntary act, and as the free and voluntary act and deed of said limited liability
company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of January, 2008.



Cyndi Ernst
Notary Public

My Commission Expires:

1/7/11

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

935 West 175th Street
Homewood, IL 60430-2049
Attention: Chief Executive Officer
Telephone: 708/922-2029
Facsimile: 708/799-5297

ADS LOGISTICS, LLC

By: _____
Name: _____
Title: _____

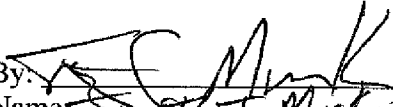
With a copy to:
Schiff Hardin LLP
233 South Wacker Drive
6600 Sears Tower
Chicago, Illinois 60606
Attention: Jeffrey N. Smith
Telephone: 312/258-5805
Facsimile: 312/258-5600

Address:

c/o Merit Capital Partners
303 W. Madison Street, Suite 2100
Chicago, Illinois 60606
Attention: Timothy MacKenzie
Telephone: 312/592-6130
Facsimile: 312/592-6112

WILLIAM BLAIR MEZZANINE *a Delaware*
CAPITAL FUND II, L.P., an Illinois limited
partnership, as Documentation Agent

BY: **WILLIAM BLAIR MEZZANINE**
CAPITAL PARTNERS II, LLC, its General
Partner

By: 
Name: Timothy T. MacKenzie
Title: MTS

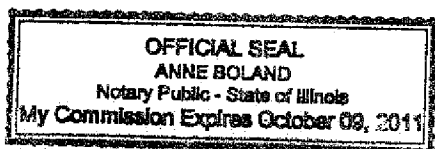
Signature Page to Agreement (Patent)

STATE OF Illinois)
)
COUNTY OF Cook)

SS.

I, Anne Boland, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Timothy MacKenzie personally known to me to be a managing Director of WILLIAM BLAIR MEZZANINE CAPITAL PARTNERS II, LLC in its capacity as the General Partner of WILLIAM BLAIR MEZZANINE CAPITAL FUND II, L.P., an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said limited liability company, pursuant to authority, given by the Members of said limited liability company as such person's free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of January 2008



Anne Boland
Notary Public

My Commission Expires:

10/9/2011

Notary Page for Agreement (Patent)

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ATTACHMENT 1
to
Agreement
(Patent)

Item A. Patents

Issued Patents

Patent #	Description	Issue Date
1. United States Patent No. 5,401,129	Trailer for Hauling Metal Coils	3/28/95
2. Canadian Patent Application No. 2134147	Trailer for Hauling Metal Coils	7/6/99
3. Mexican Patent No. 187686	Trailer for Hauling Metal Coils	1/8/98

Pending Patent Applications

None.

Patent Applications in Preparation

None.

Item B. Patent Licenses

United States Patent No. 5211518 owned by QCX Partners, Inc. As a result of a lawsuit filed by Ognjen Mimica, Area Transportation Company has non-exclusive shop rights under this patent.