

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
Greatwide Logistics Services, Inc.		10/22/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 WASHINGTON BOULEVARD
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	CORPORATION: UNKNOWN

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3428304	GREATWIDE
Registration Number:	3396174	GREATWIDE AMERICAN TRANS FREIGHT
Registration Number:	3393168	GREATWIDE CHEETAH TRANSPORTATION
Registration Number:	3393167	GREATWIDE DALLAS MAVIS
Registration Number:	3399737	GREATWIDE DEDICATED TRANSPORT
Registration Number:	3410611	GREATWIDE DISTRIBUTION LOGISTICS
Registration Number:	3393109	GREATWIDE LOGISTICS SERVICES
Registration Number:	3410612	GREATWIDE TRUCKLOAD MANAGEMENT
Registration Number:	2624314	TOTAL WAREHOUSING
Registration Number:	2858351	TOTAL DISTRIBUTION
Serial Number:	77188265	GREATWIDE FREIGHT BROKERAGE

CORRESPONDENCE DATA

Fax Number: (212)230-7740

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

Phone: 212-318-6556
Email: kathleenmangual@paulhastings.com
Correspondent Name: Kathleen Mangual
Address Line 1: c/o Paul Hastings, LLP
Address Line 2: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	73886.00004 GREATWIDE
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	10/27/2008

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of October 22, 2008 (the "Trademark Security Agreement"), by Greatwide Logistics Services, Inc. (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as administrative agent (in such capacity, the "Administrative Agent"), on behalf of the Secured Parties pursuant to the DIP Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the DIP Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the obligations under the DIP Credit Agreement and termination of the Guarantee and Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GREATWIDE LOGISTICS SERVICES, INC.,
a Delaware corporation

By: _____


Name: Stephen Bishop

Title: Executive Vice President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: Mary E. Evans
Name:
Title:

Mary E. Evans
Associate Director
Banking Products
Services, US

By: David B. Julie
Name:
Title:

David B. Julie
Associate Director
Banking Products
Services, US

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NO.	TRADEMARK
Greatwide Logistics Services, Inc.	3,428,304	Greatwide
Greatwide Logistics Services, Inc.	3,396,174	Greatwide American Trans Freight
Greatwide Logistics Services, Inc.	3,393,168	Greatwide Cheetah Transportation
Greatwide Logistics Services, Inc.	3,393,167	Greatwide Dallas Mavis
Greatwide Logistics Services, Inc.	3,399,737	Greatwide Dedicated Transport
Greatwide Logistics Services, Inc.	3,410,611	Greatwide Distribution Logistics
Greatwide Logistics Services, Inc.	3,393,109	Greatwide Logistics Services
Greatwide Logistics Services, Inc.	3,410,612	Greatwide Truckload Management
Total Warehousing, Inc.	2,624,314	Total Warehousing
Total Warehousing, Inc.	2,858,351	Total Distribution

Applications:

OWNER	APPLICATION NO.	TRADEMARK
Greatwide Logistics Services, Inc.	77/188,265	Greatwide Freight Brokerage

MEXICAN TRADEMARKS

Registrations:

OWNER	REGISTRATION NO.	TRADEMARK
Greatwide Logistics Services, Inc	1007088	Greatwide
Greatwide Logistics Services, Inc	1007771	Greatwide American Trans Freight
Greatwide Logistics Services, Inc	1043322	Greatwide Cheetah Transportation
Greatwide Logistics Services, Inc	977149	Greatwide Dallas Mavis
Greatwide Logistics Services, Inc	1007770	Greatwide Dedicated Transport
Greatwide Logistics Services, Inc	1043323	Greatwide Distribution Logistics
Greatwide Logistics Services, Inc.	1025340	Greatwide Freight Brokerage (Cl. 39)
Greatwide Logistics Services, Inc	977148	Greatwide Logistics Services
Greatwide Logistics Services, Inc	1007772	Greatwide Truckload Brokerage
Greatwide Logistics Services, Inc	1022134	Greatwide Truckload Management

Applications:

OWNER	APPLICATION NO.	TRADEMARK
Greatwide Logistics Services, Inc.	894868	Greatwide Freight Brokerage (CL. 35)

CANADIAN TRADEMARKS

Applications:

OWNER	APPLICATION NO.	TRADEMARK
Greatwide Logistics Services, Inc.	1,297,035	Greatwide
Greatwide Logistics Services, Inc.	1,297,029	Greatwide American Transfreight
Greatwide Logistics Services, Inc.	1,297,023	Greatwide Cheetah Transportation
Greatwide Logistics Services, Inc.	1,297,033	Greatwide Dallas Mavis
Greatwide Logistics Services, Inc.	1,297,031	Greatwide Dedicated Transport

OWNER	APPLICATION NO.	TRADEMARK
Greatwide Logistics Services, Inc.	1,297,028	Greatwide Distribution Logistics
Greatwide Logistics Services, Inc.	1,372,230	Greatwide Freight Brokerage
Greatwide Logistics Services, Inc.	1,297,024	Greatwide Logistics Services
Greatwide Logistics Services, Inc.	1,297,034	Greatwide Truckload Management