

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement for Second Lien Security Interest at Reel/Frame No. 3774/0819

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc.		03/05/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as successor Administrative Agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3208076	JACOBSON
Registration Number:	1867232	JACOBSON WAREHOUSE COMPANY
Registration Number:	1857946	JJJ
Registration Number:	1899230	JACOBSON TRANSPORTATION COMPANY, INC.
Registration Number:	3362357	CAN DO LOGISTICS
Registration Number:	3520654	JJJ LINCS
Serial Number:	78804636	LINCS
Registration Number:	1814529	ARNOLD LOGISTICS
Registration Number:	2788242	A ARNOLD LOGISTICS

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com

OP \$240.00 3208076

Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

038265-0075

NAME OF SUBMITTER:

Rhonda DeLeon

Signature:

/Rhonda DeLeon/

Date:

03/11/2009

Total Attachments: 7

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ASSIGNMENT AND ASSUMPTION AGREEMENT

Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of June 19, 2007 (the "Security Agreement"), the Second Lien Trademark Security Agreement and the Second Lien Copyright Security Agreement, each dated as of June 19, 2007, (collectively, the "Intellectual Property Security Agreements") each entered into by and between, as applicable, Jacobson Acquisition Co. and Arnold Logistics, LLC (collectively, the "Grantors"), and Bear Stearns Corporate Lending Inc. as Administrative Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement, the Intellectual Property Security Agreements or the Appointment (defined below) as applicable.

WHEREAS, pursuant to the Second Lien Trademark Security Agreement, recorded with the U.S. Patent and Trademark Office on May 8, 2008 at Reel/Frame No. 3774/0819, the Grantors granted to the Administrative Agent a security interest in all Trademarks owned or at any time thereafter acquired by such Grantor in which such Grantor has any right, title or interest (except for any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed), including the Trademarks listed on Schedule I attached hereto;

WHEREAS, pursuant to the Second Lien Copyright Security Agreement recorded with the U.S. Copyright Office on May 12, 2008 at Volume/Document No. V3566 D102, the applicable Grantors granted to the Administrative Agent a security interest in all Copyrights owned or at any time thereafter acquired by such Grantor in which such Grantor has any right, title or interest, including the Copyrights listed on Schedule II attached hereto;

WHEREAS, on October 28, 2008, Bear Stearns Corporate Lending Inc. ("Bear Stearns" or the "Resigning Agent") delivered a notice of resignation to the Lenders and the Borrower providing notice of its resignation as Administrative Agent pursuant to and in accordance with Section 10.9 of the Credit Agreement, and in connection therewith the Required Lenders appointed Canadian Imperial Bank of Commerce ("CIBC") as successor Administrative Agent (the "Successor Agent") pursuant to an Appointment and Acceptance of Successor Administrative Agent and Amendment of Credit Agreement dated as of November 28, 2008 (the "Appointment");

WHEREAS, in accordance with and in order to effectuate the Appointment, Bear Stearns has agreed to execute this Assignment and Assumption Agreement (the "Assignment"), dated March 5, 2009, to memorialize the transfer and assignment of its interest in and to all of its rights, remedies and obligations under the Intellectual Property Security Agreements to CIBC;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Bear Stearns and CIBC hereby agree as follows:

Bear Stearns hereby irrevocably transfers and assigns, without recourse, unto CIBC, and CIBC hereby assumes from Bear Stearns, the interest in and to all of Bear Stearns' rights, remedies, and obligations under the Intellectual Property Security Agreements as of the Effective Date (as defined below).

The effective date of this Assignment shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment, it will be delivered to CIBC for recording by CIBC, pursuant to both the Security Agreement and the Intellectual Property Security Agreements, with the United States Patent and Trademark Office and the United States Copyright Office.

In accordance with Section 6 of the Appointment and from and after the date of effectiveness of the Appointment, (a) each reference in the Security Agreement and the Intellectual Property Agreements to "Administrative Agent" shall be deemed to be a reference to CIBC, as the Successor Agent in such capacity and, to the extent provided in this Assignment, CIBC shall have the rights, remedies, and obligations of the Administrative Agent thereunder and shall be bound by the provisions thereof and (b) Bear Stearns shall, to the extent provided in this Assignment, relinquish its rights and remedies and be released from its obligations under the Security Agreement and the Intellectual Property Security Agreements.

This Assignment and the rights and obligations of the parties under this Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed and delivered as of the Effective Date.

CANADIAN IMPERIAL BANK OF COMMERCE,
as Successor Agent

By: Eow Roche
Name: Eow Roche
Title: Authorized Signatory

Accepted and Agreed:

**BEAR STEARNS CORPORATE LENDING
INC.,** as Resigning Agent

By: **JPMORGAN CHASE BANK, N.A.,**
authorized signatory

By: _____
Name:
Title:

JACOBSON ACQUISITION CO.

By: _____
Name:
Title:

ARNOLD LOGISTICS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed and delivered as of the Effective Date.


CANADIAN IMPERIAL BANK OF COMMERCE,
as Successor Agent

By: _____
Name:
Title:

Accepted and Agreed:

**BEAR STEARNS CORPORATE LENDING
INC.,** as Resigning Agent

By: **JPMORGAN CHASE BANK, N.A.,**
authorized signatory

By: 
Name: Robert Kellas
Title: Executive Director

JACOBSON ACQUISITION CO.

By: _____
Name:
Title:

ARNOLD LOGISTICS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed and delivered as of the Effective Date.

CANADIAN IMPERIAL BANK OF COMMERCE,
as Successor Agent

By: _____
Name:
Title:

Accepted and Agreed:

**BEAR STEARNS CORPORATE LENDING
INC.,** as Resigning Agent

By: **JPMORGAN CHASE BANK, N.A.,**
authorized signatory

By: _____
Name:
Title:

JACOBSON ACQUISITION CO.


By: _____
Name: *Jack C. Ingle*
Title: *CFO & Treas.*

ARNOLD LOGISTICS, LLC

By: _____
Name: *Scott Kemp*
Title: *President*

SCHEDULE I
to
ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK AND SERVICE MARK APPLICATIONS & REGISTRATIONS

<u>Mark</u>	<u>Reg. No. / Ser. No.</u>	<u>Grantor</u>	<u>Date Registered/Filed</u>
JACOBSON	3,208,076	Jacobson Acquisition Co.	2/13/07
JACOBSON WAREHOUSE COMPANY	1,867,232	Jacobson Acquisition Co.	12/13/94
	1,857,946	Jacobson Acquisition Co.	10/11/94
JACOBSON TRANSPORTATION COMPANY, INC.	1,899,230	Jacobson Acquisition Co.	06/13/95
CAN DO LOGISTICS	3,362,357	Jacobson Acquisition Co.	01/01/08
LINCS and Design	3,520,654	Jacobson Acquisition Co.	10/21/08
LINCS	78/804,636	Jacobson Acquisition Co.	(2/1/06) (Pending Application)
ARNOLD LOGISTICS	1,814,529	Arnold Logistics, LLC	12/28/93
A ARNOLD LOGISTICS	2,788,242	Arnold Logistics, LLC	12/02/03

SCHEDULE II
to
ASSIGNMENT AND ASSUMPTION AGREEMENT

COPYRIGHT REGISTRATION

<u>Title</u>	<u>Reg. No.</u>	<u>Grantor</u>	<u>Date Registered/Filed</u>
Arnold Logistics LLC WMS/03 Computer System Validation	Pau2-960-132	Arnold Logistics, LLC	5/27/05