

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OZBURN-HESSEY LOGISTICS, LLC		04/08/2010	LIMITED LIABILITY COMPANY: TENNESSEE

**RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.
Street Address:	101 N. TRYON STREET
Internal Address:	ONE INDEPENDENCE CENTER
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3027983	OH
Registration Number:	3049632	OH LOGISTICS
Registration Number:	3027980	OHL
Registration Number:	3027981	OZBURN-HESSEY LOGISTICS
Registration Number:	3049629	LOCALLY FOCUSED REGIONALLY POSITIONED NATIONALLY INTEGRATED
Registration Number:	3624148	BARTHCODART
Registration Number:	3606654	COUNT ON US
Registration Number:	3525081	OH COUNT ON US
Serial Number:	77917037	LET'S GO
Serial Number:	77583217	E-VIEW
Serial Number:	77435781	E-FOCUS

**CORRESPONDENCE DATA**

**900159486**

**TRADEMARK  
 REEL: 004184 FRAME: 0813**

**CH \$290.00 3027983**

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ATTORNEY DOCKET NUMBER:	3232/644
NAME OF SUBMITTER:	ZHENG BAO
Signature:	/ZHENG BAO/
Date:	04/09/2010

Total Attachments: 7  
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 8, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Agreement"), is made by OZBURN-HESSEY LOGISTICS, LLC, a Tennessee limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successors thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Second Lien Credit Agreement, dated as of April 8, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Ozburn-Hessey Holding Company LLC, as the Borrower, the Lenders, the Administrative Agent, and Morgan Stanley Senior Funding, Inc., as the Syndication Agent and the Lenders have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Second Lien Pledge and Security Agreement, dated as of April 8, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

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

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing, owned, adopted or acquired by the Grantor, and wherever located (the "Trademark Collateral")

- (a) (i) all of its Trademarks, including those referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and

Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all Proceeds of, and rights associated with, the foregoing, including the right to sue third parties for past, present or future infringement or dilution of any Trademark or for breach of any Trademark license.

Notwithstanding the foregoing, no security interest shall be granted in, and the “Trademark Collateral” shall not include, any Trademark application filed on an “intent to use” basis until such time, if any, as a Statement of Use is filed and accepted.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. The termination of the security interests granted herein shall be governed by Section 7.5 of the Security Agreement.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

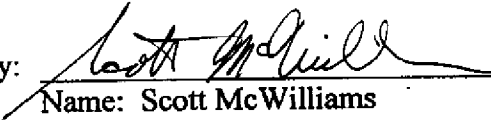
SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the

provisions of the Intercreditor Agreement, dated April 8, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Bank of America, N.A. as First Lien Agent, Bank of America, N.A., as Second Lien Agent, and the Grantors (as defined therein) from time to time party thereto and other persons party or that may become party thereto from time to time. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

OZBURN-HESSEY LOGISTICS, LLC

By:   
Name: Scott McWilliams  
Title: Chief Executive Officer

BANK OF AMERICA, N.A.  
as Administrative Agent


By: Anthea Del Bianco  
Name: ANTHEA DEL BIANCO  
Title: VO

*[Signature page to Second Lien Trademark Security Agreement (OHL)]*

**TRADEMARK**  
**REEL: 004184 FRAME: 0819**

SCHEDULE I  
to Trademark Security Agreement

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
OH and Design 	3027983	December 13, 2005
OH LOGISTICS	3049632	January 24, 2006
OHL	3027980	December 13, 2005
OZBURN-HESSEY LOGISTICS	3027981	December 13, 2005
LOCALLY FOCUSED, REGIONALLY POSITIONED, NATIONALLY INTEGRATED	3049629	January 24, 2006
BARTHCODART	3624148	May 19, 2009
COUNT ON US	3606654	April 14, 2009
OH COUNT ON US	3525081	October 28, 2008

U.S. Trademark Applications for Registration

Mark	Status	App. No.	App. Date
LET'S GO	Pending ITU	77/917037	January 21, 2010
E-VIEW	Pending ITU	77/583217	October 1, 2008
E-FOCUS*	Pending ITU	77/435781	March 31, 2008

\* An Opposition was filed by Information Builders, Inc. on 3/4/2009 based on the mark FOCUS; under settlement discussions as of 11/09/2009 according to U.S. PTO records.



Non-U.S. Registrations

Mark	Country	Reg. No.	Reg. Date
OZBURN-HESSEY LOGISTICS	International Register  Countries Claimed: Australia, CTM, Japan, Norway, Singapore, Turkey, South Korea	934770	August 16, 2007
OHL	International Register  Countries Claimed: China	983406	October 3, 2008
OHL	International Register  Countries Claimed: Japan, Singapore, Turkey	984503	October 31, 2008
BARTHCODART	Australia	12233417	February 8, 2008

Non-U.S. Applications for Registrations

Mark	Country	Status	App. No.	App. Date
OHL	Canada	Pending	1451029	December 1, 2009
BARTHCODART	China	Pending	6577334	March 4, 2008
BARTHODART	China	Pending	6577335	March 4, 2008
OHL	New Zealand	Pending	818174	January 12, 2010
OZBURN-HESSEY LOGISTICS	New Zealand	Pending	818175	January 12, 2010