

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FFE Transportation Services, Inc.		03/28/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street		
Internal Address:	11th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1051487	FFE	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-7311		
Email:	HWRITM@hunton.com		
Correspondent Name:	Janet W. Cho - Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza - East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	46124.021212		
NAME OF SUBMITTER:	Janet W. Cho		
Signature:	/Janet W. Cho/		

CH \$40.00 1051487

900191200

TRADEMARK
 REEL: 004536 FRAME: 0265

Date:

05/06/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
(FFE Transportation Services, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of March 28, 2011, by and between FFE TRANSPORTATION SERVICES, INC., a Delaware corporation ("Pledgor"), and BANK OF AMERICA, N.A., a national banking association, as administrative agent for Lenders ("Agent") pursuant to that certain Loan and Security Agreement, dated as of March 28, 2011 (as amended, restated, supplemented or modified from time to time, the "Loan and Security Agreement"), among Pledgor, certain affiliates of Pledgor, each of the financial institutions party thereto from time to time as lenders and Agent (all capitalized terms used herein which are not defined herein shall have the meanings therefor specified in the Loan and Security Agreement).

RECITALS:

Pursuant to the terms of the Loan and Security Agreement, Pledgor has granted to Agent a Lien upon and security interest in all General Intangibles of Pledgor, including, without limitation, all of Pledgor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Pledgor's Trademarks and Trademark Licenses (as defined below) and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Agent a Lien upon and continuing security interest in all of Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to Pledgor any right to use any Trademark ("Trademark License"); (b) all (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (ii) reissues, extensions and renewals thereof; (iii) income, royalties, damages and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (iv) rights to sue for past, present and future infringements of any of the foregoing; (v) rights corresponding to any of the foregoing throughout the world; and (vi) goodwill associated with and symbolized by any of the foregoing, in each case, whether now owned or hereafter acquired by Pledgor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing including, without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application or Trademark License (including, without limitation, any Trademark, Trademark Registration or Trademark License referred to in Schedule 1 annexed hereto and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto) or (b) injury to the goodwill associated with any Trademark, Trademark Registration or Trademark Application.

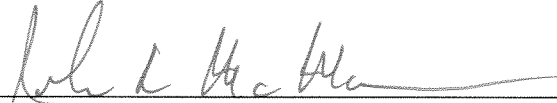
The Lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to Agent pursuant to the Loan and Security Agreement.

Pledgor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

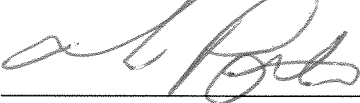
PLEDGOR:

FFE TRANSPORTATION SERVICES, INC.

By: 
Name: John R. McManama
Title: Senior Vice President

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Mark Porter
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 29 day of March, 2011, by John R. McManama, as Senior Vice President of FFE Transportation Services, Inc., a Delaware corporation, on behalf of such corporation.

{Seal}



[Signature]
Notary Public in and for the State of Florida

My commission expires: 3-20-14

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 28 day of March, 2011, by Mark Porter, as Senior Vice President of Bank of America, N.A., a national banking association, on behalf of such banking association.


{Seal}



[Signature]
Notary Public in and for the State of Texas

My commission expires: 3-20-14

Schedule 1
to
Trademark Security Agreement

Mark	Owner	Serial or Reg. No.
	FFE Transportation Services, Inc.	1,051,487