

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
Spara Logistics, LLC		06/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	222 South Riverside Plaza, Suite 3000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Ohio banking corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1433917	BIG PAK	
Registration Number:	1954902	DC	
Registration Number:	2029260	EVER-LOK	
Registration Number:	1926678	TRIENDA	
Registration Number:	1967292	TRIENDA	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$140.00 1433917

ATTORNEY DOCKET NUMBER:	5591.019
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	09/08/2011
Total Attachments: 6 source=spara tm#page1.tif source=spara tm#page2.tif source=spara tm#page3.tif source=spara tm#page4.tif source=spara tm#page5.tif source=spara tm#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of June, 2011, by Spara Logistics, LLC, a Delaware ("Grantor") in favor of FIFTH THIRD BANK, an Ohio banking corporation, as agent (in such capacity, "Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, Grantor, Agent and the other lenders ("Lenders") from time to time party thereto have entered into a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising: (a) 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 have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks"), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right,

title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Agent and Lenders that:

a) except as otherwise disclosed in the Loan Agreement, Grantor is the sole and exclusive owner of, or has the right to use, free from any Liens or other restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens (other than Permitted Liens), each Trademark;

b) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

c) Grantor has the limited liability company power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of Agent, sell or assign its interest in, or grant any license (except in the ordinary course of business) under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Agreement, except that Grantor may abandon immaterial Trademarks that no longer have value or use in Grantor's business in Grantor's reasonable business judgment.

5. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantor. If, before Grantor's Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any such Trademarks.

6. Duties of Grantor. Grantor shall (i) file and prosecute diligently any material trademark applications pending as of the date hereof or hereafter for Trademarks which are necessary or desirable in the conduct of Grantor's business, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor, and (iii) ensure that the material Trademarks are and remain enforceable. Any expenses incurred in connection with Grantor's obligations under this Section 6 shall be borne by Grantor.

7. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Agent in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Loan Agreement has been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent and Lenders shall have in addition to all other rights and remedies given to it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. Grantor hereby further acknowledges and agrees that the use by Grantor of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Agent to Grantor.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SPARA LOGISTICS, LLC, a Delaware limited liability company

By: 
Name: George Hofmeister
Title: Chairman

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK, as Agent

By: _____
Its: _____

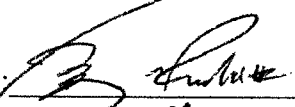
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SPARA LOGISTICS, LLC, a Delaware limited liability company

By: _____
Name: George Hofmeister
Title: Chairman

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK, as Agent

By: 
Its: VP

SCHEDULE 1**TRADEMARKS**

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Big Pak (Canada)	314070	05/09/1986
Big Pak (European)	4996501	03/23/2007
Big Pak (Japan)	2,009,747 4961713 4961715	12/18/1987 06/16/2006 06/16/2006
Big Pak (Mexico)	306,351	04/01/1685
Big Pak (South Korea)	105481 654181	09/29/1984 03/08/2006
Big Pak (United States)	1,433,917	03/24/1987
Big Pak By Bigelow (Switzerland)	331,256	05/24/1984
Big Pak By Bigelow (United Kingdom)	1,235,394	02/08/1985
DC (United States)	1,954,902	02/06/1996
Ever-Lok (United States)	2,029,260	01/07/1997
Trienda (European)	635086	05/18/1999
Trienda (United States)	1,926,678 1,967,292	10/10/1995 04/09/1996
Trienda (Mexico)	787,962 787,963	04/24/2003 04/24/2003