

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
OZBURN-HESSEY LOGISTICS, LLC		05/23/2013	LIMITED LIABILITY COMPANY: TENNESSEE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	101 N. TRYON ST.
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
Serial Number:	78490179	OH
Serial Number:	85229083	OHL
Serial Number:	77398675	BARTHCODART
Serial Number:	77204123	COUNT ON US
Serial Number:	77435781	E-FOCUS
Serial Number:	85010828	E-FOCUS
Serial Number:	77204138	OH COUNT ON US
Serial Number:	78490080	OH LOGISTICS
Serial Number:	78490030	OHL
Serial Number:	78490062	OZBURN-HESSEY LOGISTICS
Serial Number:	77917037	LET'S GO

CORRESPONDENCE DATA

Fax Number: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	3232-644
NAME OF SUBMITTER:	BENJAMIN PETERSEN
Signature:	/BENJAMIN PETERSEN/
Date:	10/31/2013

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2013 (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 Creditors.

W I T N E S S E T H :

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of May 23, 2013 (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, Morgan Stanley Senior Funding, Inc., as the Syndication Agent, and General Electric Capital Corporation, as Documentation Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of May 23, 2013 (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 Creditor, 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 Creditor 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 Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Creditor 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.

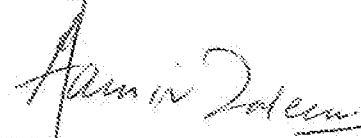
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

OZBURN-HESSEY LOGISTICS, LLC

By: Matthew Hoogerland
Name: Matthew Hoogerland
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____





Name:
Title:

Asmir Saleem Vice President

SCHEDULE I
to Trademark Security Agreement

U.S. Trademark Registrations

Mark	Serial No.	Status	File Date	Registration No.	Registered	Owner
	78/490179	Issued	September 27, 2004	3027983	December 13, 2005	Ozburn-Hessey Logistics, LLC
	85229083	Pending	January 28, 2011			Ozburn-Hessey Logistics, LLC
BARTHCODART	77/398675	Issued	February 15, 2008	3624148	May 19, 2009	Ozburn-Hessey Logistics, LLC
COUNT ON US	77/204123	Issued	June 12, 2007	3606654	April 14, 2009	Ozburn-Hessey Logistics, LLC
E-FOCUS	77/435781	Issued	March 31, 2008	3958140	May 10, 2011	Ozburn-Hessey Logistics, LLC
E-FOCUS	85010828	Issued	April 09, 2010	3963364	May 17, 2011	Ozburn-Hessey Logistics, LLC
OH COUNT ON US	77/204138	Issued	June 12, 2007	3525081	October 28, 2008	Ozburn-Hessey Logistics, LLC
OH LOGISTICS	78/490080	Issued	September 27, 2004	3049632	January 24, 2006	Ozburn-Hessey Logistics, LLC
OHL	78/490030	Issued	September 27, 2004	3027980	December 13, 2005	Ozburn-Hessey Logistics, LLC

Mark	Serial No.	Status	File Date	Registration No.	Registered	Owner
OHL		Issued Nebraska		10128475	October 26, 2009	Ozburn-Hessey Logistics, LLC
OHL		Issued Wisconsin		n/a	November 4, 2009	Ozburn-Hessey Logistics, LLC
OHL		Issued North Dakota		27597600	August 24, 2010	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	78/490062	Issued	September 27, 2004	3027981	December 13, 2005	Ozburn-Hessey Logistics, LLC

U.S. Trademark Applications for Registration

Mark	Status	Serial No.	File Date	Applicant
LET'S GO	Pending ITU	77/917037	January 21, 2010	Ozburn-Hessey Logistics, LLC

Foreign Trademark Applications and Registrations

Mark	Country	Status	Serial No.	File Date	Registration No.	Registered	Applicant/Owner
BARTHCODART	Australia	Issued	1223417	February 8, 2008	1223417	February 8, 2008	Ozburn-Hessey Logistics, LLC
BARTHCODART	China	Issued	6577334	March 4, 2008	6577334	August 7, 2010	Ozburn-Hessey Logistics, LLC
BARTHCODART	India	Issued	1653560	February 13, 2008			Ozburn-Hessey Logistics, LLC
BARTHCODART	Singapore	Issued	T0801857D	February 14, 2008			Ozburn-Hessey Logistics, LLC
BARTHCODART	Taiwan	Issued	097006164	February 13, 2008	01348062	January 16, 2009	Ozburn-Hessey Logistics, LLC
BARTHODART	China	Issued	6577335	March 4, 2008	6577335	July 14, 2010	Ozburn-Hessey Logistics, LLC
OHL	Cambodia	Issued	36268	February 12, 2010	3461710	July 14, 2010	Ozburn-Hessey Logistics, LLC
OHL	Cambodia	Issued	36268	February 12, 2010	34617	July 14, 2010	Ozburn Hessey Logistics LLC
OHL	Cambodia	Issued	36269	February 12, 2010	3461810	July 14, 2010	Ozburn-Hessey Logistics, LLC
OHL	Canada	Issued	1451029	December 1,	TMA788298	January 21, 2011	Ozburn-Hessey Logistics, LLC

Mark	Country	Status	Serial No.	File Date	Registration No.	Registered	Applicant/Owner
				2009			
OHL	Hong Kong	Issued	301517580	January 7, 2010	301517580	January 7, 2010	Ozburn-Hessey Logistics, LLC
OHL	India	Issued	1919262	February 8, 2010	1919262	August 2, 2010	Ozburn-Hessey Logistics, LLC
OHL	INT'L REG	Issued	n/a	October 3, 2003	983406	October 3, 2008	Ozburn-Hessey Logistics, LLC
OHL	INT'L REG	Issued	n/a	October 31, 2008	984503	October 31, 2008	Ozburn-Hessey Logistics, LLC
OHL	New Zealand	Issued	818174	January 12, 2010	818174	January 12, 2010	Ozburn-Hessey Logistics, LLC
OHL	Philippines	Issued	42010002507	March 5, 2010	42010002507	August 19, 2010	Ozburn-Hessey Logistics, LLC
OHL	South Africa	Issued	2010/00380	January 11, 2010	201000380	August 22, 2001	Ozburn-Hessey Logistics, LLC
OHL	South Africa	Issued	2010/00381	January 11, 2010	201000381	August 29, 2011	Ozburn-Hessey Logistics, LLC
OHL	Taiwan R.O.C.	Issued	099006749	February 10, 2010	1518553	May 16, 2012	Ozburn-Hessey Logistics, LLC
OHL	Thailand	Pending	755979	January 15, 2010			Ozburn-Hessey Logistics, LLC
OHL	Thailand	Pending	755980	January 15, 2010			Ozburn-Hessey Logistics, LLC
OHL & Design	Thailand	Pending	816963	August 19, 2011			Ozburn-Hessey Logistics, LLC

Mark	Country	Status	Serial No.	File Date	Registration No.	Registered	Applicant/Owner
OHL & Design	Thailand	Pending	816964	August 19, 2011			Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	Taiwan	Issued	097006162	February 13, 2008	01348061	January 16, 2009	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	Cambodia	Issued	36266	February 12, 2010	3506310	August 30, 2010	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	Cambodia	Issued	36267	February 12, 2010	3506410	August 30, 2010	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	Hong Kong	Issued	301517599	January 7, 2010	301517599	January 7, 2010	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	Hong Kong	Issued	301051587	February 15, 2008	301051587	February 15, 2008	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	India	Issued	1919261	February 8, 2010	1919261	February 8, 2010	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	INT'L REG.	Issued	n/a	August 16, 2007	934770	August 16, 2007	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	New Zealand	Issued	818175	January 12, 2010	818175	January 12, 2010	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	Philippines	Issued	42010002508	October 21, 2010	42010002508	October 21, 2010	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	South Africa	Issued	2010/00382	January 11, 2010	2010/00382	January 11, 2010	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	South Africa	Issued	2010/00383	January 11, 2010	2010/00383	January 11, 2010	Ozburn-Hessey Logistics, LLC

Mark	Country	Status	Serial No.	File Date	Registration No.	Registered	Applicant/Owner
OZBURN-HESSEY LOGISTICS	Taiwan R.O.C.	Issued	099006751	February 10, 2010	1465268	July 16, 2011	Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	Thailand	Issued	755981	January 15, 2010	52188		Ozburn-Hessey Logistics, LLC
OZBURN-HESSEY LOGISTICS	Thailand	Issued	755982	January 15, 2010	SM50369	June 29, 2011	Ozburn-Hessey Logistics, LLC