

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ruan Transportation Management Systems, Inc.  
3200 Ruan Center, 86 Grand  
Des Moines, Iowa 50309

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 03/01/2004

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal

Address: \_\_\_\_\_

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association a national banking association
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/194,504

B. Trademark Registration No.(s) 2,631,844;

1,481,085

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Eric P. McAlpine

Internal Address: \_\_\_\_\_

Street Address: Jenner & Block LLP

One IBM Plaza

City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved: \_\_\_\_\_

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10-0460

DO NOT USE THIS SPACE

9. Signature.

Eric P. McAlpine  
Name of Person Signing

*E. P. McAlpine*  
Signature

May 10, 2004

Date

Total number of pages including cover sheet, attachments, and document:

18

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK

REEL: 002850 FRAME: 0761

700083714

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AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("**Agreement**") dated as of March 1, 2004, by and among Ruan Transportation Management Systems, Inc., an Iowa corporation ("**RTMS**"), Ruan Transport Corporation, an Iowa corporation ("**Ruan**"), Single Source Transportation, Co., an Oklahoma corporation ("**Single Source**") and Lambert Transfer Company, a Minnesota corporation ("**Lambert**"), each with its chief executive offices at 3200 Ruan Center, 666 Grand, Des Moines, Iowa 50309 (collectively, the "**Borrowers**"), Ruan Leasing Company, an Iowa corporation ("**Ruan Leasing**," and together with the Borrowers being, collectively, the "**Grantors**" and each being a "**Grantor**"), and LaSalle Bank National Association, a national banking association, as agent (in such capacity, the "**Agent**") for itself, the Issuing Bank and the financial institutions from time to time parties to the Loan Agreement referred to below (the "**Lenders**").

WITNESSETH:

WHEREAS, Ruan and Single Source entered into a certain Loan and Security Agreement dated as of April 25, 2001 (as the same has been amended, supplemented or otherwise modified prior to the date hereof, the "**Original Loan Agreement**," and together with the other instruments, documents and agreement executed and/or delivered in connection therewith, being collectively, the "**Prior Agreements**") with the Agent and certain of the Lenders, pursuant to which the Agent and such Lenders agreed to make certain loans, advances and other financial accommodation to Ruan and Single Source;

WHEREAS, to ensure the full and unconditional payment and performance of the by the "**Obligors**" under (and for purposes of this recital, as such term was defined in) the Prior Agreements, Ruan, Single Source, Lambert, Ruan Leasing and RTMS, entered into a certain Secured Continuing Unconditional Guaranty dated as of April 25, 2001 (as the same has been amended, supplemented or otherwise modified prior to the date hereof, the "**Original Guaranty**") in favor of the Agent, for the benefit of the Issuing Bank and the Lenders under the Prior Agreements;

WHEREAS, in order to secure the "**Liabilities**" under (and for purposes of this recital, as such term was defined in) the Original Loan Agreement and the "**Guaranteed Liabilities**" under (and for purposes of this recital, as such term was defined in) the Original Guaranty, Ruan, Single Source, RTMS and Lambert entered into two certain Trademark Security Agreements, each dated as of April 25, 2001 (as the same has been amended, supplemented or otherwise modified prior to the date hereof, together being referred to herein collectively as the "**Original Trademark Agreements**") with the Agent, pursuant to which Ruan, Single Source, RTMS and Lambert granted a security interest in all of their trademarks, trademark applications and licenses related thereto owned and hereafter acquired;

WHEREAS, Ruan Leasing has entered into (i) a certain Amended and Restated Secured Unconditional Guaranty of even date herewith (as the same has been amended, supplemented or otherwise modified prior to the date hereof, the "**Guaranty**") and (ii) a certain Amended and Restated Security Agreement of even date herewith in favor of, and granting to the

Agent, for the ratable benefit of the Issuing Bank and the Lenders, a lien on and security interest in, substantially all of its assets to secure its obligations and liabilities under the Guaranty;

WHEREAS, the Borrowers, the Agent and the Lenders have entered into that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which the Agent, the Issuing Bank and the Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "**Loans**") to the Borrowers and the Other Agreements; and

WHEREAS, the Agent, the Issuing Bank and the Lenders have required as a condition, among others, to the making of the Loans to the Borrowers in order to secure the prompt and complete payment, observance and performance of all of the Borrowers' obligations and liabilities hereunder, under the Loan Agreement and under all of the other instruments, documents and agreements executed by the Borrowers and delivered to the Agent in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "**Liabilities**"), that the Grantors enter into this Agreement to amend and restate the Original Trademark Agreements in their entirety;

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

1. Defined Terms. Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement and/or the Guaranty shall have the meaning specified for such term in the Loan Agreement, as applicable. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. Grant of Security Interest in Trademarks. To secure the complete and timely payment performance and satisfaction of all of the Liabilities and the Guaranteed Liabilities, the Grantors each hereby reaffirms and restates its grant to the Agent of a continuing security interest in, as and by way of the Original Trademark Agreements, and hereby grants to the Agent, a first mortgage, lien and security interest having priority over all other security interests, subject to Permitted Liens, with power of sale to the extent permitted pursuant to Section 13 and Section 16 below and by applicable law, all of such Grantor's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, service marks and applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals, extensions and continuations (in-whole or in-part) thereof, (b) all income, royalties damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses

entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, service marks and applications, together with the items describe id clauses (a)-(d) in subsection (i) of this Section 3, being sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications, whether such Grantor is a licensor or licensee under any such license agreements, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right upon the occurrence and during the continuance of Event of Default to use the foregoing in connection with the enforcement of the Agent, the Issuing Bank and/or any of the Lenders rights under the Loan Agreement and/or the Guaranty (all of the foregoing being hereinafter referred to collectively as the "**Licenses**").

4. Representations and Warranties. Each Grantor hereby jointly and severally warrants and represents to the Agent that:

(i) no Trademark or License has been adjudged invalid or unenforceable by a court of competent jurisdiction, in whole or in part and each such Trademark and/or License is presently subsisting;

(ii) each Grantor is the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each Trademark and License, free and clear of any liens, charges and encumbrances, including without limitation, covenants by any of the Grantors not to sue third persons;

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

(iv) each Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

5. Restrictions on Future Agreements. Each Grantor agrees that until the Liabilities shall have been satisfied in full in cash and the Loan Agreement and the Other Agreements shall have been terminated, no Grantor shall, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement in any material respect, and the Grantors each further agrees that they will not take any action, and will use their best efforts not to permit any action to be taken by others subject to their control, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with those Trademarks or

## Licenses.

6. New Trademarks and Licenses. Each Grantor hereby jointly and severally represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, service marks, registered service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications now owned or held by each such Grantor and that no other liens, claims or security interest have been granted by each such Grantor to any other Person in such Trademarks and Licenses, other than Permitted Liens and the Prior Agreements. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, registered service marks or service mark applications or license agreements in connection with any trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications, or (ii) become entitled to the benefit of any trademarks, trademark registrations, trademark applications, trade names, service mark, registered service mark or service mark application renewals, the provisions of Section 3 above shall automatically apply thereto and the Grantors shall give to the Agent prompt written notice thereof. Each Grantor hereby authorizes the Agent to modify this Agreement by (i) amending Schedule A or Schedule B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, registered service marks, service mark applications and license agreements in connection with any trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names that are Trademarks or Licenses under Section 3 above or under this Section 6, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing or Schedule A or Schedule B thereto, as the case may be, such future trademarks, trademark registrations, trademark applications, trade names, service marks, registered service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 3 above or this Section 6.

7. Royalties. Each Grantor hereby agrees that the use by the Agent of Trademarks and Licenses are authorized hereunder shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent to any Grantor.

8. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall reaffirm the continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Liabilities have been paid in full in cash and the Loan Agreement has been terminated, at which time this Agreement shall also terminate.

9. Right to Inspect; Further Assignments and Security Interests. The Agent shall have the right, from time to time upon reasonable notice, to inspect any Grantor's premises and to examine any Grantor's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, its quality control processes; provided, that in conducting

such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of such Grantor's ordinary business operations. Upon the occurrence and during the continuance of an Event of Default, the Grantors each agrees that the Agent or a conservator appointed by the Agent, shall have the right to establish such reasonable additional produce quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by any of the Grantors under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The Grantors each agrees (i) not to sell or assign its interest in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Agent, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the prior and express written consent of lender, which consent shall not be unreasonably withheld.

10. Duties of the Grantors. The Grantors each shall have the duty, to the extent desirable in the normal conduct of their respective businesses, (i) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks and service marks, and (iii) to take reasonable steps to preserve and maintain all of the Grantors' rights in the trademark applications and trademark and service mark registrations that are part of the Trademarks and which are necessary or economically desirable in the operation of any such Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantors. No Grantor shall abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefore and which is or shall be necessary or economically desirable in the operation of any Grantor's business. The Grantors jointly and severally agree to retain an experienced trademark attorney reasonably acceptable to the Agent for the filing and prosecution of all such applications and other proceedings. The Agent shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option upon the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and shall be added to the Liabilities secured hereby and by the Other Agreements.

11. Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, each Grantor shall, at the reasonable request of the Agent, do any and all lawful acts and execute any and all proper documents required by lender in aid of such enforcement. The Grantors jointly and severally shall, upon demand, promptly reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 11 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, the Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Liabilities secured hereby and by the Other Agreements.

12. Waivers. No course of dealing between any Grantor and the Agent, nor the Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantors contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the Grantors (or any of them) specifying such suspension or waiver.

13. Agent's Exercise of Rights and Remedies upon Default. Anything set forth herein to the contrary notwithstanding, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any Other Agreement executed in connection therewith. Without limiting the generality of the foregoing, each Grantor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and the Agent shall have the right, except as otherwise set forth herein, to exercise its rights under the Loan Agreement and the Other Agreements with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) upon the occurrence and during the continuance of an Event of Default, the Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of the Grantors' businesses.

14. Severability. The provisions of this Agreement are severable, and if any clause or provisions shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby irrevocably appoints the Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise to carry out the acts described below. Upon the occurrence and during the continuance of an Event of Default and the giving by the Agent or written notice to such Grantor of the Agent's intention to enforce its rights and claims against the Grantors, the Grantors each hereby authorizes the Agent to, in its commercially reasonable direction, (i) endorse any Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as the Agent deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv)

assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Licenses to anyone on commercially reasonable terms. The Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 16 without taking like action with respect to the entire goodwill of any such Grantor's business connections with the use of, and symbolized by, such Trademarks and Licenses. The Grantors each hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 8 above. The Grantors each hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this 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 any jurisdiction in which the Trademarks may be located or deemed located.

17. Binding Effect; Benefits. This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Agent and its nominees, successors, and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, that no Grantor shall voluntarily assign or transfer any of its rights or obligations hereunder without the prior written consent of the Agent.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

20. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

22. Further Assurances. Each Grantor hereby agree to execute and deliver such further agreements, instruments and documents, and to perform such further acts as the Agent shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

23. Survival of Representations. All representations and warranties of each Grantor contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Loan Agreement and any Other Agreements.

[Signature Pages to Follow]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**GRANTORS:**

RUAN TRANSPORTATION MANAGEMENT SYSTEMS, INC.

By: Michael D Kandris  
Name: MICHAEL D KANDRIS  
Title: PRESIDENT

RUAN TRANSPORT CORPORATION

By: Michael D Kandris  
Name: MICHAEL D KANDRIS  
Title: PRESIDENT

SINGLE SOURCE TRANSPORTATION, CO.

By: Michael D Kandris  
Name: MICHAEL D KANDRIS  
Title: PRESIDENT

LAMBERT TRANSFER COMPANY

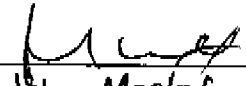
By: Michael D Kandris  
Name: MICHAEL D KANDRIS  
Title: PRESIDENT

RUAN LEASING COMPANY

By: Michael D Kandris  
Name: MICHAEL D. KANDRIS  
Title: PRESIDENT

Accepted and agreed to as of the day  
and year first above written

LASALLE BANK NATIONAL ASSOCIATION,  
as Agent

By:   
Name: John Mastof  
Title: Senior Vice President

SCHEDULE A

TRADEMARKS OF THE GRANTORS

[See Attached]

**SCHEDULE A**  
**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**  
**BY BORROWERS AND GUARANTOR**

**TRADEMARKS**

Service Mark	Description	Registration Number	Registration Date	Serial Number	Registered Owner
Word Mark. Transport management services	"RUAN TRANSPORTATION MANAGEMENT SYSTEMS"	2631844	10/08/02	78068408	RTMS**
Word Mark. Ed services truck transport ind. driver ed /selection.	"MEGASAFE"	1459616	09/29/87	73635063	RLC*
Word Mark. Truck/cab rental and leasing services etc.	"RUAN"	1481085	03/15/88	73634262	RTMS**
Word Mark.	"MEGA"	1397154	06/10/86	73566131	RLC*
Word Mark.	"MEGA FLEET"	1309391			RLC*
Word Mark.	"MEGA MAX"	1372393			RLC*
Typed drawing. Leasing trucks & truck transport of 3rd party goods.	"SINGLE SOURCE TRANSPORTATION"	1214346	10/26/82	73292769	RLC*
Word Mark	"SINGLE SOURCE LEASING"	1309390			RLC*
Word Mark.	"SUPER DRIVER"	1109691			RLC*
Word Mark. Motor transportation for the goods of others.	"R"	0798952	11/16/65	72204010	RLC*
Word Mark. Highway trucks and trailer.	"TWINSTEER"	1289523	08/07/84	73414493	RLC*
Word Mark.	"RUAN CERTIFIED BROKERAGE SERVICES"	Pending Ap. 78/194,504			RTMS**
Word Mark. Highway trucks.	"MEGA TRUCK"	1287045	07/24/84	73414449	RLC*

SHADING DENOTES THAT THE SERVICE MARK IS NOT ACTIVELY USED IN THE BUSINESS

\* Ruan Leasing Company

\*\* Ruan Transportation Management Systems, Inc.

SCHEDULE B

LICENSES OF GRANTORS

NONE

STATE OF IOWA)  
 ) SS  
COUNTY OF POLK)

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this 26<sup>th</sup> day of ~~March~~<sup>February</sup> 2004 by Michael D. Kandris a President of Ruan Transportation Management Systems, Inc., an Iowa corporation, on behalf of such corporation.

S. Christian Nelson

Notary Public  
Polk County, Iowa  
My commission expires: 7/12/04



STATE OF IOWA)  
 ) SS  
COUNTY OF POLK)

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this 20<sup>th</sup> day of ~~March~~<sup>February</sup>, 2004 by Michael D. Kandris, a President of Ruan Transport Corporation, an Iowa corporation, on behalf of such corporation.



S. Christi Nelson  
Notary Public  
Polk County, Iowa  
My commission expires: 7/12/04

STATE OF IOWA)  
 ) SS  
COUNTY OF POLK)

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this 26<sup>th</sup> day of ~~March~~ <sup>February</sup> 2004 by Michael D. Kuderis, a ~~President~~ of Ruan Leasing Company, an Iowa corporation, on behalf of such corporation.



S. Christian Nelson

Notary Public  
Polk County, Iowa  
My commission expires: 7/12/04



STATE OF IOWA)  
) SS  
COUNTY OF POLK)

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this 26<sup>th</sup> day of ~~March~~ <sup>February</sup>, 2004 by Michael D. Kandri, a President of Single Source Transportation, Co., an Oklahoma corporation, on behalf of such corporation.



S. Christian Nelson

Notary Public  
Polk County, Iowa  
My commission expires: 7/12/04

STATE OF IOWA)  
 ) SS  
COUNTY OF POLK)

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this 26<sup>th</sup> day of ~~March~~ February, 2004 by Michael D. Kander's ~~President~~ of Lambert Transfer Company, a Minnesota corporation, on behalf of such corporation.



S. Christian Nelson  
Notary Public  
Polk County, Iowa  
My commission expires: 7/12/04