

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest in Intellectual Property

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch as Collateral Agent		08/08/2007	CORPORATION: SWITZERLAND

## RECEIVING PARTY DATA

Name:	Horizon Services Group, LLC
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 350
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Horizon Lines, LLC
Street Address:	4064 Colony Road
Internal Address:	Suite 200
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2874905	HORIZON LINES
Registration Number:	2877966	HORIZON LINES
Serial Number:	78576957	SHIPMYCONTAINER
Serial Number:	78576960	SHIPMYSTUFF.COM
Serial Number:	78576958	SHIPMYVEHICLE
Serial Number:	78975868	PAYCAPTAIN

TRADEMARK

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REEL: 003604 FRAME: 0735

OP \$165.00 2874905

**CORRESPONDENCE DATA**

Fax Number: (919)416-8363

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 9192868041

Email: pto\_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	512485.1631RTHORIZONSEAR
NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	08/20/2007

**Total Attachments: 4**

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## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

**THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is made as of August 8, 2007 (the "Effective Date") between Horizon Services Group, LLC, and Horizon Lines, LLC (the "Pledgors") and UBS AG, Stamford Branch as collateral agent (in such capacity, the "Collateral Agent") for itself and the other financial institutions from time to time signatory to the Credit Agreement.

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of April 7, 2005 between the Pledgors and the Collateral Agent (the “Security Agreement”; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement), the Pledgors granted to the Collateral Agent a continuing security interest in all of their right, title and interest in and to the Trademarks including, without limitation, the trademark registrations set forth on Schedule IA hereto together with the goodwill of the business associated therewith and all proceeds thereof;

**WHEREAS** the Security Agreement relating to the Trademarks has been recorded with the Copyright Office on April 18, 2005 at Reel 003068 and Frame 0409.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks, together with the goodwill of the business associated therewith and all proceeds thereof, without warranty or recourse.

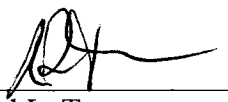
If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to the Pledgors.


The Administrative Agent shall take all further actions, and provide to the Pledgors and each of their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgors to more fully and effectively effectuate the purposes of this Release.

(signature page follows)

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

UBS AG, Stamford Branch  
as Collateral Agent

By:   
Name: Richard L. Tavrow  
Title: Director

By:   
Name: David B. Julie  
Title: Associate Director

[signature page to Trademark Release]

Release of Security Interest  
in Intellectual Property  
(Reel 003068, Frame 0409)

44 ACCEPTED AND ACKNOWLEDGED BY:

45

46 HORIZON SERVICES GROUP, LLC

47

48 By: 


49 Name: Robert S. Zuckerman

50 Title: Secretary

51

52 HORIZON LINES, LLC

53

54 By: 

55 Name: Robert S. Zuckerman

56 Title: Secretary

57

**SCHEDULE 1A**

**TRADEMARK SECURITY AGREEMENT**

**HORIZON LINES, LLC TRADEMARKS**

HORIZON LINES	August 22, 2003	78/291,002	2,874,905	Registered
HORIZON LINES	August 30, 2002	78/159,524	2,877,966	Registered

**HORIZON SERVICES GROUP, LLC TRADEMARKS**

SHIPMYCONTAINER	February 28, 2005	78/576,957	N/A	Filed
SHIPMYSTUFF.COM	February 28, 2005	78/576,960	N/A	Filed
SHIPMYVEHICLE	February 28, 2005	78/576,958	N/A	Filed
PAYCAPTAIN (CHILD APPLICATION)	August 7, 2002	78/975,868	N/A	Published

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