

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
Alpha Freight Systems, Inc.		05/18/2010	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2707236	ALPHA FREIGHT SYSTEMS, INC.	
Registration Number:	2545621	ALPHA EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-492-6842		
Email:	cadwell.jeffrey@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M216450		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
Signature:	/Jeffrey R. Cadwell/		

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**TRADEMARK
 REEL: 004216 FRAME: 0092**

Date:

06/01/2010

Total Attachments: 10

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COLLATERAL ASSIGNMENT (TRADEMARKS)

This COLLATERAL ASSIGNMENT (TRADEMARKS) (the "Assignment"), dated as of May 18, 2010, is made and given by ALPHA FREIGHT SYSTEMS, INC., an Ohio corporation (the "Assignor"), to U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the lenders (the "Lenders") from time to time party to the Credit Agreement defined below (in such capacity, the "Agent," and together with its successors and assigns, the "Assignee"). All capitalized terms used but not defined herein shall have the meanings given in the Credit Agreement.

RECITALS

A. Roadrunner Transportation Systems, Inc., a Delaware corporation (the "Borrower"), the Lenders, and the Agent have entered into a Credit Agreement dated concurrently herewith (as hereafter amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Agent and the Lenders have agreed, among other things, to extend certain credit accommodations to the Borrower under the terms and conditions set forth therein.

B. To secure all the liabilities and obligations of the Borrower to the Assignee and the Lenders arising under the Loan Documents, whether now existing or hereafter arising (the "Obligations"), the Assignor has pledged and granted to the Assignee a security interest in the property described in a Pledge and Security Agreement of even date herewith (the "Security Agreement") by and among the Assignor, the other grantors party thereto, and the Agent, which property includes general intangibles including, without limitation, patents, inventions, trademarks, trade names, copyrights, and trade secrets.

C. The Assignor owns the trademarks and trade names set forth on Exhibit A hereto, and the trademarks and trade names so listed are registered, or application has been made for registration, in the United States Patent and Trademark Office (except for intent-to-use applications), as noted on Exhibit A.

D. It is a condition to the obligation of the Assignee and the Lenders to extend credit accommodations pursuant to the terms of the Credit Agreement that the Assignor execute and deliver this Assignment to the Assignee.

E. The Assignor finds it advantageous, desirable, and in its best interests to comply with the requirement that it execute and deliver this Assignment to the Assignee.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee and the Lenders to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor hereby assigns all of its right, title, and interest in and to all of the present United States trademarks and trade names, and the registrations and applications (except for intent-to-use trademark applications) for registration, owned by the Assignor (the

“Trademarks”), including but not limited to those federally registered trademarks and trade names set forth on Exhibit A hereto, including but not limited to any and all common law rights in the Trademarks owned by the Assignor, all proceeds thereof, the right to recover for past, present, and future infringements, all rights corresponding thereto throughout the world, and all renewals and extensions thereof, together with the goodwill of the Assignor’s business associated with the Trademarks, the Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors, and assigns, as fully and entirely as the Assignor would have held the Trademarks had this Assignment not been made. The foregoing assignment shall be effective only upon and during the continuance of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the Assignee’s acceptance of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until an Event of Default occurs and is continuing, such assignment shall have no effect. During the continuance of an Event of Default under the Credit Agreement, the Assignee may transfer the Trademarks pursuant to an Assignment of Trademarks attached hereto as Exhibit B. The Assignor hereby irrevocably authorizes the Assignee to complete the undated Assignments of Trademarks at the time of such transfer.

2. The Assignor hereby covenants and warrants that:

- (a) except for applications pending (and intent-to-use applications), the Trademarks listed on Exhibit A have been duly issued, are registered and subsisting, and, as of the date hereof, have not been adjudged invalid or unenforceable in whole or in part;
- (b) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, the Trademarks listed on Exhibit A are valid and enforceable;
- (c) as of the date hereof, no written claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person, and the Assignor has made no claim that any other person is infringing upon the Assignor’s rights under the Trademarks;
- (d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;
- (e) the Assignor is and will be, until the Obligations (other than contingent indemnification obligations) have been satisfied in full and the Loan Documents have been terminated, in material compliance with statutory notice requirements relating to its use of the Trademarks;
- (f) except for Liens permitted by Section 6.22 of the Credit Agreement, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademarks listed on Exhibit A, free and clear of any liens, charges, and encumbrances, including without limitation licenses and covenants by the Assignor not to sue third persons;

(g) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, Exhibit A lists all of the federally registered Trademarks and applications therefor now owned by the Assignor; and

(h) the Assignor shall, at any time upon the Assignee's reasonable request, communicate to the Assignee and its successors and assigns any facts relating to the Trademarks or the history thereof that are known to the Assignor or its officers, employees, and agents, and cause such officers, employees, and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. Until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6 hereof, the Assignor shall enter into no agreement that conflicts with its obligations under this Assignment.

4. If, before the Obligations (other than inchoate indemnification obligations) have been satisfied in full, the Assignor obtains rights to any new Trademarks, or becomes entitled to the benefit of any Trademarks application (except for intent-to-use trademark applications), registration, trademark, trade name, or renewal or extension of any trademark registration, the same shall be included in the definition of "Trademarks" as used in this Assignment, Section 1 hereof shall automatically apply thereto, and promptly upon the Assignee's request and in any event within 30 days after such request, the Assignor shall give to the Assignee notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A hereto to include any such future trademarks, trade names, applications, registrations, renewals, or extensions.

5. The Assignor shall not sell, assign, or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit C hereto and except as permitted by the Credit Agreement.

6. The Assignor shall authorize, execute, and deliver to the Assignee all documents the Assignee reasonably requests to facilitate the purposes of this Assignment, including, but not limited to, documents required to record the Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. When the Credit Agreement and the other Loan Documents have been terminated in accordance with their terms, the Assignee shall on the Assignor's demand execute and deliver all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof that the Assignee may have made pursuant hereto, to the Credit Agreement, or to any other Loan Document.

7. The Assignor shall (a) prosecute diligently any Trademarks applications pending as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents have been terminated in accordance with their terms, (b) file applications for any Trademarks that are unregistered but capable of being federally registered and that a prudent person would cause to be federally registered, and (c) preserve and maintain all rights in all Trademarks that a prudent person would preserve and maintain, provided that the Assignor shall not be obligated to perform any of clauses (a), (b), or (c) above with respect to any Trademark to the extent the Assignor determines, in its reasonable business judgment, that such Trademark is

not material to the Assignor's business. The Assignor shall bear any expenses incurred in connection with applications that constitute Trademarks. The Assignor shall not abandon without the Assignee's written consent any material application pending as of the date hereof that constitutes Trademarks.

8. Upon and during the continuance of an Event of Default, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks or any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the reasonable request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding), and, if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee with respect to, failure of the Assignee to exercise, or delay by the Assignee in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. Upon payment in full of all Obligations (other than the Assignor's inchoate indemnity obligations under any Loan Document) and the expiration of any obligation of the Assignee and the Lenders to extend credit accommodations to the Borrower, this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES OF) (I) ANY STATE AS TO RIGHTS AND INTERESTS HEREUNDER THAT ARISE UNDER THE LAWS OF SUCH STATE, (II) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER THAT ARE REGISTERED OR FOR THE REGISTRATION OF WHICH

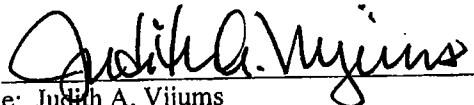
APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, AND (III) THE STATE OF NEW YORK IN ALL OTHER RESPECTS. Whenever possible, each provision of this Assignment and any other statement, instrument, or transaction contemplated hereby or relating hereto shall be interpreted so as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument, or transaction contemplated hereby or relating hereto is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument, or transaction contemplated hereby or relating hereto. In the event of any conflict within, between, or among the provisions of this Assignment, any other Loan Document, or any other statement, instrument, or transaction contemplated thereby or relating thereto, provisions giving the Assignee the greater rights shall govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Assignor has executed this instrument as of the date first above written.

ASSIGNOR:

ALPHA FREIGHT SYSTEMS, INC.

By: 
Name: Judith A. Vjums
Title: Vice President

[Signature Page to Collateral Assignment (Trademarks)]

TRADEMARK
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EXHIBIT A
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

ALPHA FREIGHT SYSTEMS, INC.

TRADEMARK SCHEDULE

U.S. Applications and Registrations


Registration/Serial No.	Issue Date	Trademark
2,707,236	4/15/03	ALPHA FREIGHT SYSTEMS & Design  Alpha Freight Systems, Inc.
2,545,621	3/12/02	ALPHA EXPRESS

EXHIBIT B
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

ASSIGNMENT OF TRADEMARKS

(Registered Trademarks)

This Assignment, having an effective date of _____, _____, is made by and between ALPHA FREIGHT SYSTEMS, INC., an Ohio corporation (the "Assignor"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Assignee").

WHEREAS, the Assignor has adopted and owns certain trademarks that are registered in the U.S. Patent and Trademark Office or that are the subject of pending use-based applications in the U.S. Patent and Trademark Office (collectively, the "Marks") and

WHEREAS, the Assignee desires to acquire the Marks and registration therefor.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby sells, assigns, and transfer to the Assignee and its successors and assigns all of the Assignor's right, title, and interest in and to the Marks, and the registrations and applications therefor, together with that part of the good will of the Assignor's business connected with the use of and symbolized by the Marks, and including the Assignor's entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreements inconsistent herewith. The Assignor hereby irrevocably authorizes the Assignee to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

ALPHA FREIGHT SYSTEMS, INC.
(Assignor)

Date: _____

By: _____
Name: Judith A. Vijums
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION
(Assignee)

Date: _____

By: _____
Name: _____
Title: _____

[Signature Page to Assignment of Trademarks – Registered Trademarks (Alpha)]

EXHIBIT C
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

EXISTING LICENSES

None.