

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION		08/19/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	QUALITY CARRIERS, INC.		
Street Address:	4041 PARK OAKS BLVD., SUITE 200		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33610		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2420609	QUALITY CARRIERS	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5109		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	ZHENG BAO		
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:	3232/669		
NAME OF SUBMITTER:	ZHENG BAO		
Signature:	/ZHENG BAO/		

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TRADEMARK
 REEL: 004610 FRAME: 0107

Date:

08/23/2011

Total Attachments: 3

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS** (this "Termination and Release"), dated as of August 19, 2011, is made by General Electric Capital Corporation, as Fixed Asset Revolving Facility Collateral Agent, with principal offices at 401 Merritt Seven, 1st Floor, Norwalk, CT 06851 (the "Collateral Agent"), in favor of Quality Carriers, Inc., an Illinois corporation, with principal offices at 4041 Park Oaks Blvd., Suite 200, Tampa, Florida 33610 (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Fixed Asset Revolving Facility Guarantee and Collateral Agreement dated as of December 18, 2007 by and among the Obligor, the other assignors from time to time party thereto and the Collateral Agent (as amended, modified, restated and/or supplemented from time to time, the "Guarantee and Collateral Agreement"), Obligor granted to the Collateral Agent security interests in all of Obligor's right, title and interest in and to certain assets of Obligor, including those United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (such United States trademarks, trademark registrations and trademark applications and any ancillary rights and assets relating thereto, the "Trademark Collateral"), as collateral security for the payment and performance of certain obligations of Obligor to the Collateral Agent;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor was required to execute and deliver to the Collateral Agent that certain Grant of Security Interest in United States Trademarks dated December 18, 2007 (the "Trademark Agreement");

WHEREAS, the Trademark Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office on October 17, 2008 at Reel 3873, Frame 0204;

WHEREAS, Obligor has paid all of its outstanding obligations to the Collateral Agent; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interests in and liens upon all of Obligor's right, title and interest in and to the Trademark Collateral.

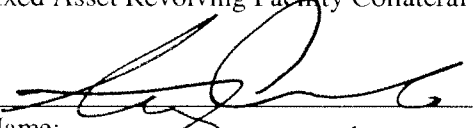
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and discharges any and all security interests and liens it has against the Trademark Collateral, including those United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto, without representation, warranty or recourse of any kind or nature.

The Collateral Agent shall, at Obligor's sole cost and expense, take all further actions, and provide to Obligor, its 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 Obligor to more fully and effectively effectuate the purposes of this Termination and Release.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Fixed Asset Revolving Facility Collateral Agent

By: 
Name: **Anthony Ciraulo**
Title: **Duly Authorized Signatory**

[Signature Page to Trademark Release – Quality Carriers, Inc.]

TRADEMARK
REEL: 004610 FRAME: 0110

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG DATE</u>
"QUALITY CARRIERS"	2420609	1/16/2001