

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
PREMIER TRAILER LEASING, INC.		04/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK
Street Address:	340 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10173
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1602895	NATIONAL SEMI-TRAILER CORP.
Registration Number:	2374596	NATIONAL SEMI-TRAILER CORP.
Registration Number:	2459073	NATIONAL STOR-MOR SYSTEMS

CORRESPONDENCE DATA

Fax Number: 4168657380
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 416.865.8244
 Email: efan@torys.com
 Correspondent Name: Torys LLP c/o Edward Fan
 Address Line 1: 79 Wellington Street West
 Address Line 2: Suite 300, P.O. Box 270, TD Centre
 Address Line 4: Toronto, CANADA M5K 1N2

ATTORNEY DOCKET NUMBER:	22764-2030
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OP \$90.00 1602895

NAME OF SUBMITTER:	Edward Fan
Signature:	/Edward Fan/
Date:	04/27/2012
Total Attachments: 5 source=TrademarkSecurityAgreement#page1.tif source=TrademarkSecurityAgreement#page2.tif source=TrademarkSecurityAgreement#page3.tif source=TrademarkSecurityAgreement#page4.tif source=TrademarkSecurityAgreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 20, 2012 is between Premier Trailer Leasing, Inc., a Delaware corporation (herein referred to as "Grantor"), and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain lenders (the "Lenders") and Grantee are parties to that certain Revolving Credit and Security Agreement, dated as of December 6, 2011 (as amended, restated, modified or supplemented, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (each a "Mark" and collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

The Trademark Collateral does not include Excluded Collateral.

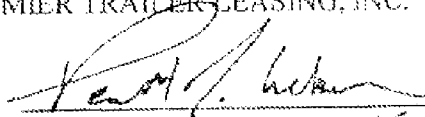
This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ___ day of April, 2012.

PREMIER TRAILER LEASING, INC.

By:


Name: SCOTT J. NELSON

Title: CEO

Acknowledged:

PNC Bank, National Association,

as Agent

By _____

Name:

Title:

[Signature Page – Premier – Trademark Security Agreement]


TRADEMARK
REEL: 004766 FRAME: 0571

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 20th day of April, 2012.

PREMIER TRAILER LEASING, INC.

By: _____
Name:
Title:

Acknowledged:
PNC Bank, National Association,
as Agent

By 
Name: Edward Chonko
Title: Vice President

Schedule 1 to Trademark Security Agreement

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DESIGN PLUS WORDS (National Semi-Trailer Corp.)	1,602,895	June 19, 1990
TYPED DRAWING (National Semi-Trailer Corp.)	2,374,596	August 8, 2000
DESIGN PLUS WORDS (National Stor-Mor Systems)	2,459,073	June 12, 2001