## 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
Antares Capital Corporation		06/15/2012	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Panther II Transportation, Inc.	
Street Address:	1114 North Court St. P.O. Box 719	
City:	Medina	
State/Country:	ОНЮ	
Postal Code:	44256	
Entity Type:	CORPORATION: OHIO	

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2338784	PANTHER II TRANSPORTATION
Registration Number:	2415329	PANTHER II T R A N S P O R T A T I ON IN C.
Serial Number:	78762130	ELITE SERVICES

#### **CORRESPONDENCE DATA**

**Fax Number**: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 40106-30370

NAME OF SUBMITTER: Dusan Clark

TRADEMARK

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REEL: 004804 FRAME: 0182

Signature:	/Dusan Clark/
Date:	06/19/2012
Total Attachments: 4 source=Panther II TM Release#page1.tif source=Panther II TM Release#page2.tif source=Panther II TM Release#page3.tif source=Panther II TM Release#page4.tif	

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 15, 2012 by **ANTARES CAPITAL CORPORATION**, as Delaware corporation, as agent for certain lenders (in such capacity, "**Agent**").

## WITNESSETH:

WHEREAS, Agent and PANTHER II TRANSPORTATION, INC., an Ohio corporation ("Grantor"), were parties to that certain (i) Trademark Security Agreement dated as of June 10, 2005 (the "2005 Assignment") and (ii) Trademark Security Agreement dated as of January 11, 2006 (the "2006 Assignment" together with the 2005 Assignment, collectively, the "Assignment") and pursuant to which Grantor granted a security interest to Agent in Trademark Collateral (as defined in the Assignment) as security for certain obligations owing by Grantor to Agent, including the Trademark Collateral set forth on Schedule I hereto; and

WHEREAS, the 2005 Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on June 10, 2005 at Reel 003102, Frame 0231; and

WHEREAS, the 2006 Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on January 12, 2006 at Reel 003226, Frame 0620; and

WHEREAS, Grantor has requested that Agent release its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases its security interest in and lien on all of Grantor's right, title and interest in, to and under all Trademark Collateral, including, without limitation, all of the following:
  - (a) each Trademark, Trademark registration and Trademark application (other than any intent-to-use applications), including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

- (b) each Trademark license licensed by Grantor and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license licensed by Grantor; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (x) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed by Grantor under any Trademark license, or (y) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed by Grantor under any Trademark license.
- 2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

[Signature Page Follows.]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent

Name: Dewasera Vallablanem
Title: Its Duly Authorized Signatory

## **SCHEDULE I**

# **U.S. TRADEMARK REGISTRATIONS**

<u>Mark</u>	Reg. No.	<u>Date</u>
Panther II Transportation	2,338,784	4/4/2000
Panther II Transportation & Design	2,415,329	12/26/2000
ELITE SERVICES	App. No. 78762130	11/29/05

Trademark Release and Reassignment (Panther II)

**RECORDED: 06/19/2012**