

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment pursuant to exercise of option to purchase

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transport International Pool, Inc.		08/20/2012	CORPORATION:

RECEIVING PARTY DATA	
Name:	Premier Trailer Leasing, Inc.
Street Address:	681 Moore Road, Suite 320
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2655492	PREMIER SERVICES

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	402-435-3223
Email:	hscherr@scudderlaw.com
Correspondent Name:	Heidi Hornung-Scherr
Address Line 1:	411 South 13th St., Second Floor
Address Line 4:	Lincoln, NEBRASKA 68508

NAME OF SUBMITTER:	Heidi Hornung-Scherr
Signature:	/Heidi Hornung-Scherr/
Date:	10/17/2012

Total Attachments: 23

OP \$40.00 2655492

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TRADEMARK LICENSING AGREEMENT

This Trademark License Agreement ("Agreement") is effective 12-5-11 ("Effective Date") and is entered into by and between TRANSPORT INTERNATIONAL POOL, INC. (d/b/a Trailer Fleet Services), with a place of business at 530 East Swedesford Road, Wayne, PA 19087 ("TFS"), as licensor and PREMIER TRAILER LEASING, INC., with a place of business at 681 Moore Road, Suite 320, King of Prussia, PA 19406 ("LICENSEE"), as licensee.

WHEREAS,

- A. TFS is the owner of the United States registered trademark "Premier Services" ("Mark"), Application number 76072572, Registration number 2655492 ("United States Registration") and desires to license the Mark to LICENSEE in accordance with this Agreement;
- B. LICENSEE wishes to use the Mark upon and in connection with its business in the United States and elsewhere for the permissible purposes stated in the United States Registration for its products and services and the related marketing, advertising and promotion thereof;

NOW THEREFORE, in consideration of the mutual promises of this Agreement, TFS and LICENSEE (each a "Party" and together the "Parties"), agree as follows:

1. GRANT OF LICENSE

1.1. Grant of License

Subject to the terms and conditions of this Agreement, TFS grants LICENSEE:

An exclusive, royalty-bearing license to use the Mark in connection with its business for the permissible purposes stated in the United States Registration for its products and services and related marketing, advertising and promotion thereof within the United States. LICENSEE acknowledges and agrees that the rights granted to LICENSEE by and obtained by LICENSEE as a result of or in connection with this Agreement are license rights only, and, subject to Section 2.2 hereof, nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of TFS' rights in the Mark.

1.2. Use of Mark

The license to use the Mark is limited to use as set forth in section 1.1 only and LICENSEE shall not, except as specifically permitted in this Agreement, use the Mark or give consent to the use of the Mark in any other manner.

1.3. Retention of Rights; Title to Mark; No Prior Assignment of Mark

TFS acknowledges and agrees that the license to use the Mark as set forth in this Agreement is intended to encompass all rights of TFS to use the Mark; provided, however, that TFS expressly

reserves the right to retain for itself and/or its affiliates a license(s) of any scope, in any geographical area(s), for any use(s), and for any services or products and TFS retains title to and ownership of the Mark. TFS represents and warrants that it owns all legal and beneficial right, title and interest in and to the Mark, that it has not, prior to the date of this Agreement, assigned or otherwise transferred any of its right, title and interest in and to the Mark and that it has no knowledge that the Mark or the use of the Mark infringes on any rights of any third party.

2. ROYALTIES

2.1. Royalties

For the Initial Term and any Renewal Term, LICENSEE shall pay TFS a non-refundable license fee in the amount of ten thousand (\$10,000.00) dollars ("License Fee"). The License Fee shall be payable at the commencement of the Initial Term and within thirty (30) days of the commencement of any Renewal Term.

2.2. Right to Purchase Mark

Provided (a) this Agreement has not been terminated and (b) the license agreement enabling TFS or its assignees to use the Mark, in the form attached hereto as Exhibit "A" (the "License Agreement") is executed by LICENSEE and delivered to TFS, LICENSEE shall have the option to purchase the Mark in exchange for the payment of fifty thousand (\$50,000.00) dollars (as credited in this Section 2.2, if applicable, the "Option Payment"). Up to fifty (50%) of any previous License Fee payments will be credited toward the purchase price of the Mark, however, the credit shall never exceed fifty thousand (\$50,000.00) dollars. Example: LICENSEE elects to purchase the Mark after three (3) years of License Fee payments. The purchase price is thirty-five thousand (\$35,000.00) dollars (\$50,000.00 less \$15,000.00 (3 years times \$10,000.00 equals \$30,000.00 divided by two equals \$15,000.00). In the event that LICENSEE exercises such purchase option, (v) all right, title, and interest of TFS in and to the Mark shall automatically and irrevocably transfer to LICENSEE and LICENSEE will be the owner of the Mark upon payment of the Option Payment by LICENSEE to TFS and execution and delivery of the License Agreement by LICENSEE to TFS, (w) all representations and warranties made under this Agreement by TFS shall be restated as of the date of such exercise, (x) no other representations or warranties are made by TFS to LICENSEE with respect to the Mark, (y) the terms of the License Agreement shall automatically and irrevocably go into effect, and (z) TFS shall execute and deliver any further instruments of transfer and assignment and take such other actions as LICENSEE may reasonably require to more effectively transfer and assign to, and vest in LICENSEE all right, title, and interest of in and to the Mark, and to fully implement the provisions of this Agreement, which obligation shall survive the termination of this Agreement.

3. DURATION OF LICENSE AND TERMINATION

3.1. Initial Term

Unless terminated or extended as herein provided, the term of this Agreement ("Initial Term") commences on the Effective Date and expires one (1) year following the date thereof. The Term of this Agreement shall be the Initial Term and any Renewal Term as set forth in Section 3.2.

3.2. Renewal Term

Unless earlier terminated as provided herein, the Term of this Agreement will continue for successive terms of one (1) year (each a "Renewal Term" and collectively with the Initial Term, the "Term"); provided, however, that (subject to the purchase right of LICENSEE under Section 2.2) the Term of this Agreement shall not extend beyond November 30, 2016 without the mutual written consent of both Parties.

3.3. Termination

In the event that LICENSEE breaches any material provision of this Agreement, TFS shall have the right to terminate the license granted if (i) it has given written notice to the LICENSEE of such breach and (ii) such breach shall be continuing for thirty (30) days from the date of such written notice (unless such breach is not capable of cure within such thirty day period, in which case such thirty day period shall be extended by an additional period of thirty (30) days, to the extent LICENSEE is, during such additional 30 day period, making diligent and good faith attempts to cure such breach). Except as specifically set forth in this Agreement, this Agreement shall automatically terminate upon the exercise of the purchase option by LICENSEE under Section 2.2.

3.4. Effect of Termination

All rights granted by this Agreement, including LICENSEE'S right to use the Mark, shall expire upon termination of this Agreement, and upon termination LICENSEE shall immediately cease and desist from all further use of the Mark.

4. PRODUCT QUALITY PROVISIONS

4.1. Quality Controls

TFS has reviewed the proposed use of the Mark by LICENSEE and confirmed that it is appropriate under this Agreement. LICENSEE shall submit to TFS for approval any subsequent material alteration of such use. TFS shall have ten (10) working days following its receipt of the proposed alteration within which to object in writing to LICENSEE'S proposed alteration. If TFS fails to object to the proposed alteration within ten (10) working days of its receipt thereof, it shall be deemed to have consented to the proposed alteration. TFS' consent to any proposed alteration shall not be unreasonably withheld or delayed.

4.2. Quality Standards

LICENSEE agrees that the nature and quality of all products and services covered by the Mark shall conform in all material respects to the LICENSEE'S customary standards in the conduct of its Business ("Quality Standard"). Such Quality Standard shall be commercially reasonable, shall be no greater than the quality standards imposed by LICENSEE'S customers in general, and shall be at least equal in quality to the products and services (in the aggregate) sold by LICENSEE prior to the date hereof.

5. USE OF THE MARK

5.1. LICENSEE shall:

- (a) Incorporate in an appropriate manner an "R" enclosed by a circle in every use of the Mark.
- (b) Not use the Mark on any site that disparages TFS, its products or services, infringes TFS' intellectual property rights, or violates any applicable law;
- (c) Not use the Mark in any manner that implies sponsorship or endorsement of LICENSEE or its products or services by TFS;
- (d) Not use the Mark as a feature or design element of any logo (other than the LICENSEE's logo) or any other company's name and/or trademarks.
- (e) Not do or cause to be done any act challenging, contesting, impairing, or invalidating any of TFS' rights in the Mark or any registrations derived from such rights.

5.2. Internet Use

LICENSEE may use, display, and advertise the Mark on or in connection with the internet provided that LICENSEE adheres to the terms of this Agreement including the following conditions:

- (a) The Mark shall neither be used in LICENSEE's website's name nor as part (or whole) of the URL(s) relating to LICENSEE's website or any other website controlled by LICENSEE other than as currently used on and/or with respect to LICENSEE's website on the date hereof unless otherwise approved by TFS in writing. LICENSEE shall not use TFS' domain name.
- (b) LICENSEE shall not link web pages featuring the Mark to any TFS or any General Electric Company business owned website(s), unless LICENSEE has obtained approval from TFS for use of said link.

5.3. Notwithstanding anything herein to the contrary, TFS acknowledges and agrees that LICENSEE's name is similar to the Mark and the use of such name or LICENSEE'S logo or related marks by LICENSEE shall not be deemed to be a breach of any representation, warranty, covenant or other provision in this Agreement.

5.4. TFS agrees that, to the extent it registers or uses the Mark in any country other than the United States of America, it shall promptly (and for no additional consideration) enter into a license in favor of LICENSEE for the use of the Mark in such other country pursuant to terms substantially the same as the terms of this Agreement.

6. PAYMENT

All payments shall be made by wire transfer to TFS as specified below or in the manner otherwise specified by TFS in writing.

Wire Transfer Information

Account Title: Transport International Pool
Bank Name: Deutsche Bank Trust Company America
Account Number: 50233099

ABA#: 021001033

7. INDEMNIFICATION AND INSURANCE

- 7.1. LICENSEE shall indemnify, defend, and hold harmless TFS, and its directors, officers, agents, representatives, employees, dealers, licensees, parents, subsidiaries, affiliates, licensing agents, and distributors ("TFS Indemnified Parties"), from any and all claims, losses, damages, expenses, liabilities, judgments, penalties, and costs (including reasonable attorneys' fees and costs) asserted against or incurred by the TFS Indemnified Parties arising out of LICENSEE's use of the Mark or LICENSEE's breach of the terms of this Agreement; provided, however, that no TFS Indemnified Party shall be indemnified under this Section 7 to the extent such indemnified claim arises out of any TFS Indemnified Party's gross negligence or willful misconduct.
- 7.2. LICENSEE shall acquire and maintain at its sole cost and expense throughout the Initial Term and any Renewal Term(s) of this Agreement, Comprehensive General Liability Insurance, including broad form coverage for product liability, personal injury (including bodily injury and death), advertiser's liability, and contractual liability of not less than one million. Insurance policies shall name Transport International Pool, Inc. as an additional insured, shall contain an endorsement which requires that notice be given to TFS at least ten (10) days prior to cancellation, termination, lapse, material modification, or expiration of the policy, and shall provide insurance coverage regardless of when such claims are made or when underlying injuries occur or manifest themselves. Upon request, LICENSEE shall promptly furnish a copy of the certificate of insurance to TFS.

8. NOTICES

All notices provided pursuant to this Agreement shall be in writing and sent:

- (a) by overnight courier service with delivery receipt, and shall be effective on the date which such notice is sent;
- (b) by registered or certified mail, return receipt requested, and shall be effective on the date which such notice is deposited, properly addressed in a U.S. post office, with postage prepaid.

Except as otherwise provided herein, all such notices to TFS and to LICENSEE shall be sent to the addresses as set forth in the opening paragraph of this Agreement.

9. THIRD PARTY INFRINGEMENTS

9.1. Infringements of the Mark

Each Party shall promptly notify the other Party in writing of all third party infringements of, or unlicensed use of, marks or designs confusingly similar to the Mark of which it becomes aware. TFS shall have the sole and exclusive right to determine whether or not action shall be taken due to or against such infringements or to otherwise terminate such infringements. In the event TFS chooses not to take action, LICENSEE may: (a) exercise its option to purchase the Mark in accordance with section 2.2; or (b) terminate this Agreement in which event, TFS shall refund to LICENSEE the portion of the License Fee attributed to the remainder of the current year's Term. LICENSEE shall have no right to make demands or claims, institute suit, give notices, effect settlement, or take action on account of such infringements unless it has purchased the Mark in accordance with section 2.2. All sums recovered from such others as a result of such lawsuit, notice, or other action shall be retained solely and exclusively by TFS.

9.2. LICENSEE's Duty Not to Infringe

LICENSEE shall not knowingly infringe third party intellectual property rights by the use of the Mark and shall promptly notify TFS of all claims by third parties to LICENSEE involving infringement of such intellectual property rights of which it becomes aware.

10. PROTECTION OF INTELLECTUAL PROPERTY AND PROPRIETARY INFORMATION

10.1. Acknowledgment of TFS' Full Rights in Its Mark

LICENSEE acknowledges TFS' exclusive right, title, and interest in and to the Mark, and LICENSEE will not act, either directly or indirectly, to contest the validity of, injure, or discredit the Mark. Except as agreed by TFS, LICENSEE shall not register, seek to register, use, or display the Mark in such a way as to create the impression that the Mark belongs to LICENSEE. TFS agrees that use of the Mark by LICENSEE in its ordinary course of business as contemplated in this Agreement does not create the impression that the Mark belongs to LICENSEE.

10.2. No Claims to Similar Marks

Subject to Section 5.3 hereof, LICENSEE shall not make unlicensed use of, or apply for registration, of a trademark or a service mark confusingly similar to the Mark.

10.3. Assistance in Protecting the Mark

At TFS' expense (except under circumstances which involve an obligation of LICENSEE or where LICENSEE is in an adversarial position with TFS, in which instances LICENSEE shall be responsible for its own expense), LICENSEE agrees to assist, and agrees to cooperate in a commercially reasonable manner, TFS in procuring registrations, licenses or applications and other actions brought by TFS for the protection of the Mark and protecting TFS' rights therein.

10.4. Customer Support Information

Subject to the terms of Section 5.3 hereof, LICENSEE shall place its own name or identifying mark, toll-free customer support telephone number and website information (e.g. website address) where the Mark is used so that the source of the use can be readily identified.

10.5. Equitable Relief

The Parties hereto agree that the Mark possesses special, unique, and extraordinary characteristics, which make difficult the assessment of the monetary damage that either Party would sustain by unauthorized use of the Mark and that either Party may suffer irreparable injury by such unauthorized use of the Mark. The Parties agree that injunctive and other equitable relief may be appropriate in the event of a breach of this Agreement by either Party, provided, however, that such relief shall not exclude other legal remedies otherwise available. The Parties agree that in any such action, the other Party shall not be required to post a bond.

10.6. Confidential Information

For the Initial Term (and Renewal Term(s), if any) of this Agreement and three (3) years thereafter, each Party agrees to take all necessary steps to protect the other Party's Confidential Information, as defined below, with at least the same degree of care that the receiving Party uses to protect its own confidential and proprietary information of like kind, but in no event less than reasonable care. The receiving Party shall be responsible for any breach of this section by it, its agents, representatives, or affiliates. At termination or expiration of this Agreement, the receiving Party shall either return any Confidential Information to the disclosing Party or destroy any Confidential Information and certify to the disclosing Party the destruction of such Confidential Information, except to the extent that (x) such Confidential Information is required by the receiving Party in connection with any provision of this Agreement extending beyond termination or expiration; or (y) the receiving Party is required under applicable law to retain a copy of such Confidential Information (in which case such Confidential Information shall remain subject to the terms of this Section 10.6); or (z) such Confidential Information is stored in electronic form and cannot be destroyed on commercially reasonable terms. The termination or expiration of this Agreement shall not end a Party's obligations regarding Confidential Information which constitutes "trade secrets" under applicable law, which shall remain in place for so long as such information remains a "trade secret." If a Party is required by applicable law or legal process to disclose any Confidential Information, then it may make such disclosure after first providing the other Party with reasonable notice (to the extent permitted under applicable law) so that the disclosing Party may have an opportunity to seek protective relief from such disclosure.

10.7. Definition of Confidential Information

"Confidential Information" means all technical and business information that is: (a) disclosed in printed or electronic form and marked as "proprietary" or "confidential" or other substantially similar language; or (b) orally or visually disclosed and promptly reduced to writing, delivered to the receiving Party, and marked as "proprietary" or "confidential" or other substantially similar language. Confidential Information shall not include any information, whether oral or written that: (i) was already in the possession of the receiving Party prior to the receipt of the information from the disclosing Party without restriction on its use or disclosure; (ii) is or

becomes available to the general public through no act or fault of the receiving Party; (iii) is rightfully disclosed to the receiving Party by a third Party without restriction on its use or disclosure; or (iv) is independently developed by employees and/or consultants of the receiving Party who have not had access to the disclosing Party's Confidential Information; or (v) is disclosed to the receiving Party after receipt of a written notice to the appropriate address stated above that the receiving Party does not desire any further Confidential Information.

11. REPRESENTATION AND WARRANTIES

11.1. Assignment

LICENSEE shall not assign, extend, sublicense, convey, pledge, encumber, or otherwise dispose of this Agreement, the Mark or rights or interest hereunder without the prior written consent of TFS; provided, however, that LICENSEE may assign this Agreement without TFS' consent to the following, provided further that such assignee(s) assume all of LICENSEE's obligations under this Agreement in writing (a) LICENSEE's working capital lender as collateral, (b) any entity that is controlled by, or under common control with, LICENSEE, or (c) any entity that succeeds to all or substantially all of the assets or ownership of LICENSEE. This Agreement, the Mark or rights or interest hereunder may be assigned by TFS upon notice to LICENSEE and upon the assumption by such assignee of all of TFS' obligations under this Agreement in writing. Any permitted assignment by either Party shall not affect the Parties' rights under this Agreement and they shall remain in full force and effect.

11.2. TFS Trademark Warranty

TFS represents and warrants as of the date hereof and throughout the Term that (a) TFS owns the Mark, including, without limitation, an active United States Federal Trademark registration therefor, free and clear of all liens and encumbrances and (b) LICENSEE's use of the Mark in accordance with this Agreement will not infringe the trademark, service mark, or other rights of third parties. TFS agrees to deliver to LICENSEE instruments or documents LICENSEE may reasonably request to confirm or establish LICENSEE's rights under this Agreement.

11.3. Additional Representations and Warranties

TFS and LICENSEE represent and warrant to each other that (i) they are duly organized, validly existing and in good standing in their respective jurisdictions of organization; (ii) they are qualified to do business in all foreign qualifications necessary to conduct their respective businesses; (iii) their execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action; (iv) their execution, delivery and performance of this Agreement is within such Party's corporate power and does not conflict with such Party's charter or bylaws; and (v) this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with its terms.

12. TFS DISCLAIMERS

Nothing in this Agreement shall be construed as:

- (a) A requirement that TFS shall file or prosecute trademark applications, secure copyrights, or maintain trademarks, service marks, or copyright registrations in force or notify LICENSEE of actions or failures to act with respect to applications or renewal, except that if TFS agrees to a Renewal Term it will represent to LICENSEE that it currently owns an active United States Federal Trademark registration for the Mark;
- (b) An obligation that TFS bring or prosecute actions or suits against third parties for infringement or the like; or
- (c) granting licenses or rights under intellectual property rights of TFS other than to the Mark. Except as expressly set forth in this Agreement, TFS makes no representations, extends no warranties, either expressed or implied, and assumes no responsibilities whatsoever with respect to LICENSEE's use of the Mark.

13. LIMITATION ON LIABILITY

Except for liability for indemnification expressed herein, and in the event of willful malfeasance, bad faith, or gross negligence, neither Party's total liability whether based on claims founded in contract, warranty, tort (including without limitation negligence), strict liability or otherwise shall exceed the amount paid under this Agreement. In no event, whether in contract, warranty, tort (including without limitation negligence), strict liability or otherwise, shall either Party be liable for special, incidental, exemplary, punitive or consequential damages, including without limitation, loss of profit or revenue, loss of use of equipment or other property, cost of capital, cost of substitute goods, facilities, or services, downtime costs, or claims of customers for damage or loss of property, even if such Party had knowledge of same.

14. MODIFICATION

The Parties understand that each Party has a paramount obligation to preserve its ability to so use the Mark. Should the use of the Mark become materially threatened as a result of a claim by a third party, or a rule, regulation, or policy of governmental administrative agencies, then the Parties shall negotiate in good faith an amendment to this Agreement that modifies this Agreement only to the extent reasonably necessary to address the legal issue arising out of such third party claim or rule, regulation, or policy of a governmental administrative agency.

15. NO WAIVER

A failure by any Party hereto to enforce any of the provisions of this Agreement or rights or remedies with respect thereto, or to exercise election therein provided, shall not constitute a waiver of such provision, right, remedy, or election or affect the validity thereof or of this Agreement. The exercise by any Party hereto of its rights, remedies, or elections under the terms of this Agreement shall not preclude or prejudice such Party's rights to exercise at another time the same or other right, remedy, or election it may have under this Agreement. The rights of termination provided in this Agreement are in addition to other rights, remedies, or elections

each Party may have with respect to this Agreement, including the right to sue for breach without terminating.

16. MISCELLANEOUS

16.1. Complete Agreement

This writing constitutes the final and entire agreement between the Parties hereto relating to the subject matter of this Agreement, and no term or provision of this Agreement shall be varied or modified by prior or subsequent statements, conduct, or acts of either of the Parties.

16.2. Modifications

Amendments to this Agreement must be in writing, specifically refer to this Agreement, and be executed by both Parties.

16.3. Fees and Expenses

Except to the extent expressly stated herein to the contrary, each Party agrees to be responsible for, and to pay, all of its fees, costs and expenses incident to the transactions contemplated under this Agreement, including attorneys fees and disbursements and other transaction costs.

16.4. Captions

The captions for each section have been inserted for the sake of convenience and shall not be deemed to be binding upon the Parties for the purpose of interpretation of this Agreement. Any approvals or reviews under this Agreement shall be made for the convenience of the approval/reviewing Party and shall not shift any obligations under this Agreement.

16.5. Governing Law

The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania excluding the conflict of laws portion thereof. Each Party consents to jurisdiction for disputes hereunder between the Parties to be in Chester County, Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania. **EACH PARTY KNOWINGLY, VOLUNTARILY AND WITH ADVICE OF COUNSEL IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY PROCEEDING INVOLVING THIS AGREEMENT, THE LICENSED PRODUCTS OR THE RELATIONSHIPS BETWEEN THE PARTIES.**

16.6. Confidentiality of Agreement

This Agreement, the provisions of this Agreement and communications regarding this Agreement shall constitute Confidential Information. Unless otherwise required by law or legal process, this Agreement shall not be disseminated or distributed outside the management, accounting, and/or legal counsel of either Party or any affiliates thereof, any lender, or any purchaser of either Party, without the prior written consent of the other Party, which consent shall not to be unreasonably withheld or delayed.

16.7. No Agency or Partnership

Nothing contained in this Agreement is intended or shall it be construed to constitute or create an agency, partnership, joint venture, franchise relationship, or formal business, or to constitute an employee/employer or principal/agent relationship; it being intended that the relationship of TFS and LICENSEE shall at all times be that of licensor and licensee respectively.


16.8. Counterparts

This Agreement may be executed in counterparts and via facsimile with confirmation of transmittal. Each executed counterpart shall be deemed to be an original and the counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, TFS and LICENSEE have caused this Agreement to be executed, in duplicate, by their respective, duly authorized representatives as of the date above written.

PREMIER TRAILER LEASING, INC.

By: 
Name: Scott S. Nelrow
Title: CEO
Date: 12/5/11

TRANSPORT INTERNATIONAL POOL, INC. (d/b/a Trailer Fleet Services)

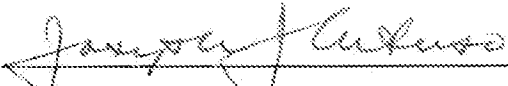
By: 
Name: Joseph J. Artuso
Title: CEO
Date: 12-5-11

EXHIBIT A

TRADEMARK LICENSING AGREEMENT

This Trademark License Agreement ("Agreement") is effective 7/23/12 ("Effective Date") and is entered into by and between PREMIER TRAILER LEASING, INC., with a place of business at 681 Moore Road, Suite 320, King of Prussia, PA 19406 ("PREMIER"), as licensor and TRANSPORT INTERNATIONAL POOL, INC. (d/b/a Trailer Fleet Services), with a place of business at 530 East Swedesford Road, Wayne, PA 19087 ("LICENSEE"), as licensee.

WHEREAS,

- A. PREMIER is the owner of the United States registered trademark "Premier Services" ("Mark"), Application number 76072572, Registration number 2655492 ("United States Registration") and desires to license the Mark to LICENSEE in accordance with this Agreement;
- B. LICENSEE wishes to use the Mark upon and in connection with its business in the United States and elsewhere for the permissible purposes stated in the United States Registration for its products and services and the related marketing, advertising and promotion thereof;

NOW THEREFORE, in consideration of the mutual promises of this Agreement, PREMIER and LICENSEE (each a "Party" and together the "Parties"), agree as follows:

1. GRANT OF LICENSE

1.1. Grant of License

Subject to the terms and conditions of this Agreement, PREMIER grants LICENSEE:

A non-exclusive, sub-licensable, assignable, transferable, perpetual, royalty-bearing license to use the Mark in connection with its business for the permissible purposes stated in the United States Registration for its products and services and related marketing, advertising and promotion thereof within the United States. LICENSEE acknowledges and agrees that the rights granted to LICENSEE by and obtained by LICENSEE as a result of or in connection with this Agreement are license rights only, and, nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of PREMIER's rights in the Mark.

1.2. Use of Mark

The license to use the Mark is limited to use as set forth in section 1.1 only and LICENSEE shall not, except as specifically permitted in this Agreement, use the Mark or give consent to the use of the Mark in any other manner.

1.3. Retention of Rights; Title to Mark; No Prior Assignment of Mark

PREMIER acknowledges and agrees that the license to use the Mark as set forth in this Agreement is intended to encompass all rights of PREMIER to use the Mark; provided, however, that PREMIER expressly reserves the right to retain for itself and/or its affiliates a license(s) of any scope, in any geographical area(s), for any use(s), and for any services or products and PREMIER retains title to and ownership of the Mark. PREMIER represents and warrants that it owns all legal and beneficial right, title and interest in and to the Mark, that it has not, prior to the date of this Agreement, assigned or otherwise transferred any of its right, title and interest in and to the Mark and that it has no knowledge that the Mark or the use of the Mark infringes on any rights of any third party.

1.4. Sublicenses

LICENSEE may sublicense the rights granted in this Agreement to any other party; provided, however, that notwithstanding such sublicense, LICENSEE shall remain bound by, and such sublicensee complies with, all of the obligations of LICENSEE under this Agreement.

2. ROYALTIES

2.1. Royalties

For the Initial Term and any Renewal Term, LICENSEE shall pay PREMIER a non-refundable license fee in the amount of one (\$1.00) dollar ("License Fee"). The License Fee shall be payable at the commencement of the Initial Term and within thirty (30) days of the commencement of any Renewal Term.

3. DURATION OF LICENSE AND TERMINATION

3.1. Initial Term

Unless terminated or extended as herein provided, the term of this Agreement ("Initial Term") commences on the Effective Date and expires one (1) year following the date thereof. The Term of this Agreement shall be the Initial Term and any Renewal Term as set forth in Section 3.2.

3.2. Renewal Term

Unless earlier terminated as provided herein, the Term of this Agreement will continue for successive terms of one (1) year (each a "Renewal Term" and collectively with the Initial Term, the "Term").

3.3. Termination

In the event that LICENSEE breaches any material provision of this Agreement, PREMIER shall have the right to terminate the license granted if (i) it has given written notice to the LICENSEE of such breach and (ii) such breach shall be continuing for thirty (30) days from the date of such written notice (unless such breach is not capable of cure within such thirty day period, in which case such thirty day period shall be extended by an additional period of thirty (30) days, to the extent LICENSEE is, during such additional 30 day period, making diligent and good faith attempts to cure such breach).

3.4. Effect of Termination

All rights granted by this Agreement, including LICENSEE'S right to use the Mark, shall expire upon termination of this Agreement, and upon termination LICENSEE shall immediately cease and desist from all further use of the Mark.

4. PRODUCT QUALITY PROVISIONS

4.1. Quality Controls

PREMIER has reviewed the proposed use of the Mark by LICENSEE and confirmed that it is appropriate under this Agreement. LICENSEE shall submit to PREMIER for approval any subsequent material alteration of such use. PREMIER shall have ten (10) working days following its receipt of the proposed alteration within which to object in writing to LICENSEE'S proposed alteration. If PREMIER fails to object to the proposed alteration within ten (10) working days of its receipt thereof, it shall be deemed to have consented to the proposed alteration. PREMIER's consent to any proposed alteration shall not be unreasonably withheld or delayed.

4.2. Quality Standards

LICENSEE agrees that the nature and quality of all products and services covered by the Mark shall conform in all material respects to the LICENSEE's customary standards in the conduct of its Business ("Quality Standard"). Such Quality Standard shall be commercially reasonable, shall be no greater than the quality standards imposed by LICENSEE's customers in general, and shall be at least equal in quality to the products and services (in the aggregate) sold by LICENSEE prior to the date hereof.

5. USE OF THE MARK

5.1. LICENSEE shall:

- (a) Incorporate in an appropriate manner an "R" enclosed by a circle in every use of the Mark.
- (b) Not use the Mark on any site that disparages PREMIER, its products or services, infringes PREMIER' intellectual property rights, or violates any applicable law;
- (c) Not use the Mark in any manner that implies sponsorship or endorsement of LICENSEE or its products or services by PREMIER;
- (d) Not use the Mark as a feature or design element of any logo (other than the LICENSEE's logo) or any other company's name and/or trademarks.
- (e) Not do or cause to be done any act challenging, contesting, impairing, or invalidating any of PREMIER's rights in the Mark or any registrations derived from such rights.

5.2. Internet Use

Each Party may use, display, and advertise the Mark on or in connection with the internet provided that each Party adheres to the terms of this Agreement including the following conditions:

- (a) The Mark shall neither be used in LICENSEE's website's name nor as part (or whole) of the URL(s) relating to LICENSEE's website or any other website controlled by LICENSEE other than as currently used on and/or with respect to LICENSEE's website on the date hereof unless otherwise approved by PREMIER in writing. Each Party shall not use the other Party's domain name.
 - (b) Neither Party shall link web pages featuring the Mark to the other Party's or any General Electric Company business owned website(s), unless the Party has obtained approval from the other Party for use of said link.
- 5.3. Notwithstanding anything herein to the contrary, PREMIER acknowledges and agrees that LICENSEE's current use of the Mark, including the use on its website and URL, or LICENSEE'S logo or related marks by LICENSEE shall not be deemed to be a breach of any representation, warranty, covenant or other provision in this Agreement.
- 5.4. PREMIER agrees that, to the extent it registers or uses the Mark in any country other than the United States of America, it shall promptly (and for no additional consideration) enter into a license in favor of LICENSEE for the use of the Mark in such other country pursuant to terms substantially the same as the terms of this Agreement.

6. PAYMENT

All payments shall be made in the manner specified by PREMIER in writing.

7. INDEMNIFICATION AND INSURANCE

- 7.1. LICENSEE shall indemnify, defend, and hold harmless PREMIER, and its directors, officers, agents, representatives, employees, dealers, licensees, parents, subsidiaries, affiliates, licensing agents, and distributors ("PREMIER Indemnified Parties"), from any and all claims, losses, damages, expenses, liabilities, judgments, penalties, and costs (including reasonable attorneys' fees and costs) asserted against or incurred by the PREMIER Indemnified Parties arising out of LICENSEE's use of the Mark or LICENSEE's breach of the terms of this Agreement; provided, however, that no PREMIER Indemnified Party shall be indemnified under this Section 7.1 to the extent such indemnified claim arises out of any PREMIER Indemnified Party's gross negligence or willful misconduct.
- 7.2. PREMIER shall indemnify, defend, and hold harmless LICENSEE, and its directors, officers, agents, representatives, employees, dealers, licensees, parents, subsidiaries, affiliates, licensing agents, and distributors ("LICENSEE Indemnified Parties"), from any and all claims, losses, damages, expenses, liabilities, judgments, penalties, and costs (including reasonable attorneys' fees and costs) asserted against or incurred by the LICENSEE Indemnified Parties arising out of PREMIER'S breach of the terms of this Agreement; provided, however, that no LICENSEE Indemnified Party shall be

indemnified under this Section 7.2 to the extent such indemnified claim arises out of any LICENSEE Indemnified Party's gross negligence or willful misconduct.

8. NOTICES

All notices provided pursuant to this Agreement shall be in writing and sent:

- (a) by overnight courier service with delivery receipt, and shall be effective on the date which such notice is sent;
- (b) by registered or certified mail, return receipt requested, and shall be effective on the date which such notice is deposited, properly addressed in a U.S. post office, with postage prepaid.

Except as otherwise provided herein, all such notices to PREMIER and to LICENSEE shall be sent to the addresses as set forth in the opening paragraph of this Agreement.

9. THIRD PARTY INFRINGEMENTS

9.1. Infringements of the Mark

Each Party shall promptly notify the other Party in writing of all third party infringements of, or unlicensed use of, marks or designs confusingly similar to the Mark of which it becomes aware. PREMIER shall immediately commence at its expense suit or other proceedings to stop any infringement of the Mark. If PREMIER does not file suit or cause the infringement to cease within thirty (30) days of notification thereof, LICENSEE shall have the right to not take any action, to sue in its own name at its expense to stop such infringement, or to terminate this Agreement. All sums recovered from such others as a result of such lawsuit, notice, or other action shall be retained solely and exclusively by PREMIER; provided, however, that in the event that LICENSEE exercise its right to sue in its own name, all sums recovered from such others as a result of such lawsuit, notice, or other action shall be retained solely and exclusively by LICENSEE.

9.2. LICENSEE's Duty Not to Infringe

LICENSEE shall not knowingly infringe third party intellectual property rights by the use of the Mark and shall promptly notify PREMIER of all claims by third parties to LICENSEE involving infringement of such intellectual property rights of which it becomes aware.

10. PROTECTION OF INTELLECTUAL PROPERTY AND PROPRIETARY INFORMATION

10.1. Acknowledgment of PREMIER's Full Rights in Its Mark

LICENSEE acknowledges PREMIER's exclusive right, title, and interest in and to the Mark, and LICENSEE will not act, either directly or indirectly, to contest the validity of, injure, or discredit

the Mark. Except as agreed by PREMIER, LICENSEE shall not register, seek to register, use, or display the Mark in such a way as to create the impression that the Mark belongs to LICENSEE. PREMIER agrees that use of the Mark by LICENSEE in its ordinary course of business as contemplated in this Agreement does not create the impression that the Mark belongs to LICENSEE.

10.2. No Claims to Similar Marks

Subject to Section 5.3 hereof, LICENSEE shall not make unlicensed use of, or apply for registration, of a trademark or a service mark confusingly similar to the Mark.

10.3. Assistance in Protecting the Mark

At PREMIER's expense (except under circumstances which involve an obligation of LICENSEE or where LICENSEE is in an adversarial position with PREMIER, in which instances LICENSEE shall be responsible for its own expense), LICENSEE agrees to assist, and agrees to cooperate in a commercially reasonable manner, with PREMIER in procuring registrations, licenses or applications and other actions brought by PREMIER for the protection of the Mark and protecting PREMIER's rights therein.

10.4. Customer Support Information

Subject to the terms of Section 5.3 hereof, LICENSEE shall place its own name or identifying mark, toll-free customer support telephone number and website information (e.g. website address) where the Mark is used so that the source of the use can be readily identified.

10.5. Equitable Relief

The Parties hereto agree that the Mark possesses special, unique, and extraordinary characteristics, which make difficult the assessment of the monetary damage that either Party would sustain by unauthorized use of the Mark and that either Party may suffer irreparable injury by such unauthorized use of the Mark. The Parties agree that injunctive and other equitable relief may be appropriate in the event of a breach of this Agreement by either Party, provided, however, that such relief shall not exclude other legal remedies otherwise available. The Parties agree that in any such action, the other Party shall not be required to post a bond.

10.6. Confidential Information

For the Initial Term (and Renewal Term(s), if any) of this Agreement and three (3) years thereafter, each Party agrees to take all necessary steps to protect the other Party's Confidential Information, as defined below, with at least the same degree of care that the receiving Party uses to protect its own confidential and proprietary information of like kind, but in no event less than reasonable care. The receiving Party shall be responsible for any breach of this section by it, its agents, representatives, or affiliates. At termination or expiration of this Agreement, the receiving Party shall either return any Confidential Information to the disclosing Party or destroy any Confidential Information and certify to the disclosing Party the destruction of such Confidential Information, except to the extent that (x) such Confidential Information is required by the receiving Party in connection with any provision of this Agreement extending beyond

termination or expiration; or (y) the receiving Party is required under applicable law to retain a copy of such Confidential Information (in which case such Confidential Information shall remain subject to the terms of this Section 10.6); or (z) such Confidential Information is stored in electronic form and cannot be destroyed on commercially reasonable terms. The termination or expiration of this Agreement shall not end a Party's obligations regarding Confidential Information which constitutes "trade secrets" under applicable law, which shall remain in place for so long as such information remains a "trade secret." If a Party is required by applicable law or legal process to disclose any Confidential Information, then it may make such disclosure after first providing the other Party with reasonable notice (to the extent permitted under applicable law) so that the disclosing Party may have an opportunity to seek protective relief from such disclosure.

10.7. Definition of Confidential Information

"Confidential Information" means all technical and business information that is: (a) disclosed in printed or electronic form and marked as "proprietary" or "confidential" or other substantially similar language; or (b) orally or visually disclosed and promptly reduced to writing, delivered to the receiving Party, and marked as "proprietary" or "confidential" or other substantially similar language. Confidential Information shall not include any information, whether oral or written that: (i) was already in the possession of the receiving Party prior to the receipt of the information from the disclosing Party without restriction on its use or disclosure; (ii) is or becomes available to the general public through no act or fault of the receiving Party; (iii) is rightfully disclosed to the receiving Party by a third Party without restriction on its use or disclosure; or (iv) is independently developed by employees and/or consultants of the receiving Party who have not had access to the disclosing Party's Confidential Information; or (v) is disclosed to the receiving Party after receipt of a written notice to the appropriate address stated above that the receiving Party does not desire any further Confidential Information.

11. REPRESENTATION AND WARRANTIES

11.1. Assignment

This Agreement, the Mark or rights or interest hereunder may be assigned by either Party upon written notice to the other Party and upon the assumption by such assignee of all of the assigning Party's obligations under this Agreement in writing. Any permitted assignment by either Party shall not affect the Parties' rights under this Agreement and they shall remain in full force and effect.

11.2. PREMIER Trademark Warranty

PREMIER represents and warrants as of the date hereof and throughout the Term that (a) PREMIER owns the Mark, including, without limitation, an active United States Federal Trademark registration therefor, free and clear of all liens and encumbrances and (b) LICENSEE's use of the Mark in accordance with this Agreement will not infringe the trademark, service mark, or other rights of third parties. PREMIER agrees to deliver to LICENSEE instruments or documents LICENSEE may reasonably request to confirm or establish LICENSEE's rights under this Agreement.

11.3. Additional Representations and Warranties

PREMIER and LICENSEE represent and warrant to each other that (i) they are duly organized, validly existing and in good standing in their respective jurisdictions of organization; (ii) they are qualified to do business in all foreign qualifications necessary to conduct their respective businesses; (iii) their execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action; (iv) their execution, delivery and performance of this Agreement is within such Party's corporate power and does not conflict with such Party's charter or bylaws; and (v) this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with its terms.

11.4.

12. PREMIER DISCLAIMERS

Nothing in this Agreement shall be construed as:

- (a) Except as provided in section 9.1, An obligation that PREMIER bring or prosecute actions or suits against third parties for infringement or the like; or
- (b) granting licenses or rights under intellectual property rights of PREMIER other than to the Mark. Except as expressly set forth in this Agreement, PREMIER makes no representations, extends no warranties, either expressed or implied, and assumes no responsibilities whatsoever with respect to LICENSEE's use of the Mark.

13. LIMITATION ON LIABILITY

Except for liability for indemnification expressed herein, and in the event of willful malfeasance, bad faith, or gross negligence, neither Party's total liability whether based on claims founded in contract, warranty, tort (including without limitation negligence), strict liability or otherwise shall exceed the amount paid under this Agreement. In no event, whether in contract, warranty, tort (including without limitation negligence), strict liability or otherwise, shall either Party be liable for special, incidental, exemplary, punitive or consequential damages, including without limitation, loss of profit or revenue, loss of use of equipment or other property, cost of capital, cost of substitute goods, facilities, or services, downtime costs, or claims of customers for damage or loss of property, even if such Party had knowledge of same.

14. MODIFICATION

The Parties understand that each Party has a paramount obligation to preserve its ability to so use the Mark. Should the use of the Mark become materially threatened as a result of a claim by a third party, or a rule, regulation, or policy of governmental administrative agencies, then the Parties shall negotiate in good faith an amendment to this Agreement that modifies this Agreement only to the extent reasonably necessary to address the legal issue arising out of such third party claim or rule, regulation, or policy of a governmental administrative agency.

15. NO WAIVER

A failure by any Party hereto to enforce any of the provisions of this Agreement or rights or remedies with respect thereto, or to exercise election therein provided, shall not constitute a waiver of such provision, right, remedy, or election or affect the validity thereof or of this Agreement. The exercise by any Party hereto of its rights, remedies, or elections under the terms of this Agreement shall not preclude or prejudice such Party's rights to exercise at another time the same or other right, remedy, or election it may have under this Agreement. The rights of termination provided in this Agreement are in addition to other rights, remedies, or elections each Party may have with respect to this Agreement, including the right to sue for breach without terminating.

16. MISCELLANEOUS

16.1. Complete Agreement

This writing constitutes the final and entire agreement between the Parties hereto relating to the subject matter of this Agreement, and no term or provision of this Agreement shall be varied or modified by prior or subsequent statements, conduct, or acts of either of the Parties.

16.2. Modifications

Amendments to this Agreement must be in writing, specifically refer to this Agreement, and be executed by both Parties.

16.3. Fees and Expenses

Except to the extent expressly stated herein to the contrary, each Party agrees to be responsible for, and to pay, all of its fees, costs and expenses incident to the transactions contemplated under this Agreement, including attorneys fees and disbursements and other transaction costs.

16.4. Captions

The captions for each section have been inserted for the sake of convenience and shall not be deemed to be binding upon the Parties for the purpose of interpretation of this Agreement. Any approvals or reviews under this Agreement shall be made for the convenience of the approval/reviewing Party and shall not shift any obligations under this Agreement.

16.5. Governing Law

The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania excluding the conflict of laws portion thereof. Each Party consents to jurisdiction for disputes hereunder between the Parties to be in Chester County, Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania. **EACH PARTY KNOWINGLY, VOLUNTARILY AND WITH ADVICE OF COUNSEL IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY PROCEEDING INVOLVING THIS AGREEMENT, THE LICENSED PRODUCTS OR THE RELATIONSHIPS BETWEEN THE PARTIES.**

16.6. Confidentiality of Agreement

This Agreement, the provisions of this Agreement and communications regarding this Agreement shall constitute Confidential Information. Unless otherwise required by law or legal process, this Agreement shall not be disseminated or distributed outside the management, accounting, and/or legal counsel of either Party or any affiliates thereof, any lender, or any purchaser of either Party, without the prior written consent of the other Party, which consent shall not to be unreasonably withheld or delayed.

16.7. No Agency or Partnership

Nothing contained in this Agreement is intended or shall it be construed to constitute or create an agency, partnership, joint venture, franchise relationship, or formal business, or to constitute an employee/employer or principal/agent relationship; it being intended that the relationship of PREMIER and LICENSEE shall at all times be that of licensor and licensee respectively.

16.8. Counterparts

This Agreement may be executed in counterparts and via facsimile with confirmation of transmittal. Each executed counterpart shall be deemed to be an original and the counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, PREMIER and LICENSEE have caused this Agreement to be executed, in duplicate, by their respective, duly authorized representatives as of the date above written.

PREMIER TRAILER LEASING, INC.

**TRANSPORT INTERNATIONAL POOL,
INC. (d/b/a Trailer Fleet Services)**

By: 

By: 

Name: Scott J. Nelson

Name: Joseph J. Artuso

Title: CEO

Title: President

Date: 8/20/12

Date: 8/20/12