

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks at R/F 003942/0160		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent	FORMERLY Wilmington Trust FSB	02/12/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Greatwide Logistics Services, LLC		
Street Address:	12404 Park Central Drive		
Internal Address:	Suite 300 South		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75251		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3428304	GREATWIDE	
Registration Number:	3393109	GREATWIDE LOGISTICS SERVICES	
Registration Number:	3410611	GREATWIDE DISTRIBUTION LOGISTICS	
Registration Number:	3393168	GREATWIDE CHEETAH TRANSPORTATION	
Registration Number:	3410612	GREATWIDE TRUCKLOAD MANAGEMENT	
Registration Number:	3393167	GREATWIDE DALLAS MAVIS	
Registration Number:	3396174	GREATWIDE AMERICAN TRANS FREIGHT	
Registration Number:	3399737	GREATWIDE DEDICATED TRANSPORT	
Registration Number:	3893541	GREATWIDE MANAGED TRANSPORTATION SERVICES	
Registration Number:	3890239	GREATWIDE MANAGED TRANSPORTATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2127514864		

900246927

TRADEMARK
 REEL: 004962 FRAME: 0464

CH \$265.00 3428304

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

Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Angela M. Amaru c/o Latham & Watkins LLP
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	046587-0003
-------------------------	-------------

NAME OF SUBMITTER:	Angela M. Amaru
--------------------	-----------------

Signature:	/s/ Angela M. Amaru
------------	---------------------

Date:	02/13/2013
-------	------------

Total Attachments: 5
source=WT-greatwideTrademark Release cm046587-0003#page1.tif
source=WT-greatwideTrademark Release cm046587-0003#page2.tif
source=WT-greatwideTrademark Release cm046587-0003#page3.tif
source=WT-greatwideTrademark Release cm046587-0003#page4.tif
source=WT-greatwideTrademark Release cm046587-0003#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of February 12, 2013 by WILMINGTON TRUST, NATIONAL ASSOCIATION, successor by merger to Wilmington Trust FSB, in its capacity as collateral agent for the Holders (as defined in the Indenture referred to below) (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), in favor of GREATWIDE LOGISTICS SERVICES, LLC, a Delaware limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture (as defined below).

WHEREAS, the Grantor, the other grantors party thereto and the Collateral Agent entered into that certain Second Priority Senior Secured Floating Rate Note Indenture, dated as of February 20, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which Grantor executed and delivered to the Collateral Agent (i) that certain Trademark Security Agreement, dated as of February 20, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "February 2009 Trademark Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of June 9, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "June 2009 Trademark Security Agreement" and, collectively with the February 2009 Trademark Security Agreement, the "Trademark Security Agreements") for recordation with the United States Patent and Trademark Office;

WHEREAS, the February 2009 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 25, 2009 at reel/frame number 003942/0160;

WHEREAS, pursuant to the terms and conditions of the Indenture and the Trademark Security Agreements, the Grantor granted to the Collateral Agent, for the benefit of the Holders, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below);

WHEREAS, Grantor has satisfied and discharged all obligations outstanding under the Indenture;

WHEREAS, the Collateral Agent, in its capacity as Trustee under the Indenture, (i) has acknowledged that the Indenture is satisfied and discharged and ceases to be of further effect as of the date hereof, (ii) has confirmed the discharge and termination of the Grantor's obligations under the Notes, the Guarantees thereof and the Indenture and (iii) has released the Liens pursuant to the Note Documents; and

WHEREAS, the Collateral Agent desires to terminate and release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

The term "Trademark Collateral," as used herein, shall mean:

1. all of its trademarks, trade names, trade dress and service marks, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications for registration or recording in connection therewith, all whether now owned or hereafter acquired by it, including, without limitation, those referred to on Schedule I hereto (the "Trademarks");

2. all renewals and extensions of the foregoing;

3. all goodwill associated with the use of each such Trademark, and

4. all Proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

The Collateral Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to the Grantor any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION (successor by merger to
Wilmington Trust FSB), as Collateral Agent**

By: _____

Name: Joseph P. O'Donnell
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 004962 FRAME: 0468**

Schedule I

<u>Record Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Greatwide Logistics Services, LLC	Canada	Greatwide Dedicated Transport	TMA841,037	4/7/2006	1/23/2013
Greatwide Logistics Services, LLC	Canada	Greatwide Cheetah Transportation	TMA841,035	4/7/2006	1/23/2013
Greatwide Logistics Services, LLC	Canada	Greatwide Dallas Mavis	TMA841,036	4/7/2006	1/23/2013
Greatwide Logistics Services, LLC	Mexico	Greatwide	1007088	4/10/2006	10/18/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Logistics Services	977148	4/10/2006	3/16/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Dedicated Transport	1007770	4/10/2006	10/24/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Truckload Management	1022134	4/10/2006	1/30/2008
Greatwide Logistics Services, LLC	Mexico	Greatwide Truckload Brokerage	1007772	4/10/2006	10/24/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Distribution Logistics	1043323	4/10/2006	5/30/2008
Greatwide Logistics Services, LLC	Mexico	Greatwide Freight Brokerage (Class 35)	1160336	11/9/2007	5/26/2010 (not to be renewed)
Greatwide Logistics Services, LLC	Mexico	Greatwide American Trans Freight	1007771	4/10/2006	10/24/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Dallas Mavis	977149	4/10/2006	3/16/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Cheetah Transportation	1043322	4/10/2006	5/30/2008

<u>Record Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Greatwide Logistics Services, LLC	Mexico	Greatwide Freight Brokerage (Class 39)	1025340	11/9/2007	11/9/2007 (not to be renewed)
Greatwide Logistics Services, LLC	USA	Greatwide	3,428,304	10/10/2005	5/13/2008
Greatwide Logistics Services, LLC	USA	Greatwide Logistics Services	3,393,109	4/7/2006	3/4/2008
Greatwide Logistics Services, LLC	USA	Greatwide Distribution Logistics	3,410,611	4/7/2006	4/8/2008
Greatwide Logistics Services, LLC	USA	Greatwide Cheetah Transportation	3,393,168	1/26/2006	3/4/2008
Greatwide Logistics Services, LLC	USA	Greatwide Truckload Management	3,410,612	12/19/2005	4/8/2008
Greatwide Logistics Services, LLC	USA	Greatwide Dallas Mavis	3,393,167	1/26/2006	3/4/2008
Greatwide Logistics Services, LLC	USA	Greatwide American Trans Freight	3,396,174	1/26/2006	3/11/2008
Greatwide Logistics Services, LLC	USA	Greatwide Dedicated Transport	3,399,737	4/7/2006	3/18/2008
Greatwide Logistics Services, LLC	USA	Greatwide Managed Transportation Services	3,893,541	5/4/2010	12/21/2010
Greatwide Logistics Services, LLC	USA	Greatwide Managed Transportation Services	3,890,239	5/5/2010	12/14/2010