

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Bill of Sale		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC Bank, National Association as attorney-in-fact for Eagle Solutions Corp.		01/05/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DW Expedited, LLC		
<b>Street Address:</b>	6450 Joe Frank Harris Parkway		
<b>City:</b>	Adairsville		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30103		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3490883	EAGLE	
Registration Number:	3490882	EAGLE	
Registration Number:	3250276	POLYGRIND	
Registration Number:	3250291	POLYGRIND	
<b>CORRESPONDENCE DATA</b>			
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:	615-242-2400		
Email:	edl@iplawgroup.com		
Correspondent Name:	Wadley & Patterson, P.C.		
Address Line 1:	1600 Division St, Ste 500		
Address Line 4:	Nashville, TENNESSEE 37203		
<b>ATTORNEY DOCKET NUMBER:</b>	010193		

CH \$115.00 3490883

NAME OF SUBMITTER:	Edward D. Lanquist, Jr.
Signature:	/Edward D. Lanquist, Jr./
Date:	07/31/2013
<b>Total Attachments: 6</b> source=Foreclosure Bill of Sale#page1.tif source=Foreclosure Bill of Sale#page2.tif source=Foreclosure Bill of Sale#page3.tif source=Foreclosure Bill of Sale#page4.tif source=Foreclosure Bill of Sale#page5.tif source=Foreclosure Bill of Sale#page6.tif	

FORECLOSURE BILL OF SALE

THIS BILL OF SALE is made and entered into as of the 5th day of January, 2010, by and between PNC BANK, NATIONAL ASSOCIATION, as attorney-in-fact for EAGLE SOLUTIONS ACQUISITION CORP. ("Seller"), and PNC BANK, NATIONAL ASSOCIATION ("Purchaser").

For the total purchase price equal to FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000) (the "Purchase Price"), and other good and valuable consideration, Seller does hereby bargain, sell, assign, transfer, deliver and quitclaim to Purchaser all of Seller's right, title and interest in and to the property described in Exhibit A attached hereto (hereinafter collectively referred to as the "Property").

Purchaser hereby acknowledges that this sale is a sale pursuant to foreclosure by Seller upon its security interest in the Property, which is owned or believed by Seller to be owned by Eagle Solutions Acquisition Corp.; that Purchaser has examined the Property; and that Purchaser, concurrently with its execution hereof, is in possession of the Property. Purchaser shall pay, and shall indemnify Seller from any liability for, any and all sales, use and other taxes, if any, payable in connection with the sale and transfer of the Property pursuant hereto and all ad valorem and other taxes assessed against the Property.

THE PROPERTY IS BEING SOLD BY SELLER AND ACCEPTED BY PURCHASER AS IS, WHERE IS, WITH ALL FAULTS AND SELLER MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE, ALL OF WHICH ARE HEREBY DISCLAIMED. IT IS INTENDED THAT THIS SALE BE WITHOUT ANY RECOURSE WHATSOEVER TO SELLER.

This Bill of Sale shall be governed in all respect by Georgia law.

*[Remainder of page intentionally left blank; signatures on following page.]*

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Signature Page to Foreclosure Bill of Sale

TRADEMARK

EXHIBIT APERSONAL PROPERTY DESCRIPTION

The following personal property relates to the real property located at 100 Eagle Parkway, Adairsville, Georgia (the "Land"), including all improvements situated, placed or constructed upon the Land (collectively, the "Improvements"):

- (a) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities now owned or hereafter acquired by Grantor, whether or not situated in easements;
- (b) all right, title and interest of Grantor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the Uniform Commercial Code, now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land or the Improvements (collectively, the "Personalty");
- (c) all reserves, escrows or impounds owned by Grantor required under the Credit Agreement (as defined in the Security Deed)<sup>1</sup> and all deposit accounts maintained by Grantor with respect to the Property;
- (d) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (as defined in the Security Deed) a possessory interest in, or the right to use, all or any part of the Land or the Improvements, together with all related security and other deposits (collectively, the "Leases");
- (e) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Land or the Improvements;
- (f) all other agreements to which Grantor is a party, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Land or the Improvements;
- (g) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appurtenances and appurtenances appertaining to the foregoing;

<sup>1</sup> "Security Deed" as used herein shall mean the Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases (Georgia) dated as of December 9, 2004, and recorded at Deed Book 1873, Pages 535-552, Bartow County Records.

- (h) all property tax refunds;
- (i) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof;
- (j) all insurance policies, unearned premiums therefor and proceeds from such policies covering the Land or the Improvements now or hereafter acquired by Grantor; and
- (k) all of Grantor's right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation hereafter to be made by any governmental authority pertaining to any Land, Improvements or Personality.

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Exhibit Page 2

TRADEMARK

REEL: 005081 FRAME: 0657

EXHIBIT "B"INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, PNC BANK, NATIONAL ASSOCIATION, held a certain Trademark Security Agreement dated as of December 9, 2004, from Eagle Solutions Acquisition Corp. which was the owner of the domain names, copyrights, works of authorship, trademarks and service marks listed or described in Schedule B-1 herewith (hereafter the "Intellectual Property").

WHEREAS, DW EXPEDITED, LLC, a limited liability company organized under the laws of Georgia has on this date acquired from Assignor certain "Acquired Assets" as that term is defined in a certain Asset Purchase Agreement dated as of January 14, 2010 between PNC BANK, NATIONAL ASSOCIATION ("Seller") and DW EXPEDITED, LLC ("Buyer").

NOW THEREFORE, to all it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does sell, assign, convey, and transfer unto the Assignee all of Assignor's interest, if any, in and to (a) the Intellectual Property shown on Schedule B-1, (b) all income, royalties, damages and payments due as of or after the effective date of this agreement arising from the Intellectual Property, (c) all rights of action arising from the Intellectual Property, all claims for damages by reason of past, present and future infringement of the Intellectual Property and the right to sue and collect damages for such infringement, and (d) the goodwill of Assignor's business symbolized by the Intellectual Property.

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment to be executed and become effective as of the 14<sup>th</sup> day of January, 2010.

PNC BANK, NATIONAL ASSOCIATION

BY: Glenn D. Krutz  
Name: Glenn D. Krutz  
Title: Vice President

DW EXPEDITED, LLC

BY: David R. Walker  
Name: DAVID R. WALKER  
Title: Operating Manager

TRADEMARK

REEL: 005081 FRAME: 0658

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Received:  
The Graham Firm

Jan 8 2010 10:45a  
706-232-4788

p.2

INTELLECTUAL PROPERTY

DOMAIN NAMES

Domain Name

- 1 [www.nacifloorsolutions.com](http://www.nacifloorsolutions.com)
- 2 [www.nacifloorsolutions.net](http://www.nacifloorsolutions.net)

COPYRIGHTS

All web sites residing at the above-mentioned domain names and the copyrights associated therewith.

REGISTERED (ACTIVE) TRADEMARKS

Reg./Ser. No.	Mark	Jurisdiction	Goods	Status
1. 13797	AIR SENTRY (and Design)	Georgia	Propane buffers and floor strippers (U.S. Class 52)	Registered
2. 12757	EAGLE FLOOR CARE, INC (and Design)	Georgia	Propane floor equipment (U.S. Class 21)	Renewed
3. 2274088	EAGLE (and Design)	U.S.	Power operated burnishes and floor strippers (Int'l Class 7)	Registered

INACTIVE (CANCELLED/NOT RENEWED) TRADEMARKS

Reg./Ser. No.	Mark	Jurisdiction	Goods	Status
1. 13323	EAGLE FLOOR CARE, INC (and Design)	Georgia	Detergents and Scaps (U.S. Class 21)	Not Renewed
2. 11827	EAGLE FLOOR CARE, INC (and Design)	Georgia	Propane Buffers, Floor Strippers and Liquid Spreaders (U.S. Class 4)	Not Renewed
3. 1887245	EAGLE (Stylized)	U.S.	Electric carpet cleaning machines	Cancelled

Design is similar to Stylized

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Jan 05 10 10:45a

Received:  
The Graham Firm

JSD # 2311 10-4966  
703-232-4788

p.3

UNREGISTERED MARKS ("COMMON LAW" TRADEMARKS AND SERVICE MARKS)

- Mark
- 1 TALON
- 2 ROAD RUNNER and ROADRUNNER
- 3 TRACKER
- 4 CONTRACTOR
- 5 DIAMOND BRIGHT
- 6 ENDURANCE
- 7 IMPRESSION
- 8 ROBIN
- 9 MONSOON
- 10 TYPHOON
- 11 ECONO BRIGHT
- 12 INFINITY
- 13 PRESIDENTIAL
- 14 SOLUTIONS
- 15 STONE WORKS
- 16 WOOD WORKS
- 17 RECLAIM
- 18 AGRESSION
- 19 VENGEANCE
- 20 LIMONENE
- 21 WINTER BLUE
- 22 RUST & RING
- 23 SPARKLE
- 24 FRESH
- 25 NATURAL CITRUS
- 26 NATURAL CLEANER
- 27 MATRIX

SHOMI.PAL@INFORMSOL.COM

TRADEMARK