

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		11/12/2013	National Banking Association: DELAWARE

RECEIVING PARTY DATA

Name:	Direct ChassisLink, Inc.
Street Address:	3525 Whitehall Park Drive
Internal Address:	Suite 400
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28273
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3909989	DIRECT CHASSISLINK
Registration Number:	3909990	CHASSIS LINK
Registration Number:	3998992	CHASSISLINK
Registration Number:	3999028	DCLI

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-2895
 Email: ksolomon@stblaw.com
 Correspondent Name: Samantha J. Himelman, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

CH \$115.00 3909989

ATTORNEY DOCKET NUMBER:	001511/0007
NAME OF SUBMITTER:	Samantha J. Himelman
Signature:	/sjh/
Date:	11/15/2013
Total Attachments: 4 source=DirectChassis-Termination and Release of Security Interest in Trademarks (3)#page1.tif source=DirectChassis-Termination and Release of Security Interest in Trademarks (3)#page2.tif source=DirectChassis-Termination and Release of Security Interest in Trademarks (3)#page3.tif source=DirectChassis-Termination and Release of Security Interest in Trademarks (3)#page4.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE dated as of November 12, 2013, from Wilmington Trust, National Association, as agent under that certain Amended & Restated Security Agreement (as defined below) ("Collateral Agent"), in favor of Direct ChassisLink, Inc. (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor entered into that certain Second Lien Guaranty and Security Agreement dated as of March 20, 2012 (the "Original Security Agreement"), among the Grantor, Oaktree Mezz III DCLI CTB, LLC (the "Original Agent") and the other parties thereto in connection with that certain Credit Agreement dated as of March 20, 2012 (the "Original Credit Agreement") among Grantor, the other persons party thereto, designated as Credit Parties (as defined therein), the Original Agent, and the purchasers of notes listed on the signature pages thereto as lenders (the "Lenders");

WHEREAS, pursuant to the Original Security Agreement, Grantor executed a Second Lien Trademark Security Agreement (the "Trademark Security Agreement"), dated as of March 20, 2012, in favor of the Original Agent, pursuant to which the Grantor granted to the Original Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under the United States Trademark registrations and applications listed in Schedule A (the "Trademarks"), together with the goodwill of the business connected with the use thereof and symbolized thereby, and all rights to sue or otherwise recover for any past, present, or future infringement or other violation or impairment of any of the foregoing (the "Security Interest"), which was recorded in the United States Patent and Trademark Office ("USPTO") on March 22, 2012 at Reel/Frame No. 004741/0276;

WHEREAS, the Original Security Agreement was amended and restated on May 31, 2013 by that certain Amended & Restated Second Lien Guaranty and Security Agreement (as amended, supplemented, waived or otherwise modified from time to time, the "Amended & Restated Security Agreement"), among the Grantor, the Collateral Agent and the other parties thereto in connection with the amendment and restatement of the Original Credit Agreement by that certain Amended and Restated Credit Agreement, dated as of May 31, 2013, among Grantor, the other persons party thereto designated as Credit Parties (as defined therein), the Collateral Agent, and the Lenders (as amended, supplemented, waived or otherwise modified from time to time, the "Amended & Restated Credit Agreement");

WHEREAS, the Original Agent was succeeded by the Collateral Agent as agent under the Amended & Restated Credit Agreement and the other Loan Documents (as defined in the Amended & Restated Credit Agreement) pursuant to that certain Successor Agent Agreement, dated as of May 31, 2013, among Grantor, the other Credit Parties (as defined in the

Amended & Restated Credit Agreement) party thereto, the Original Agent, the Collateral Agent, and the Lenders;

WHEREAS, pursuant to that certain Agent Succession (Trademarks), dated as of May 31, 2013 (the "Agent Succession (Trademarks)") between the Original Agent and the Collateral Agent, the Original Agent assigned all of the Original Agent's right, title and interest in and to the Security Interest to the Collateral Agent; and

WHEREAS, the Collateral Agent now desires to terminate and release its Security Interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Collateral Agent hereby releases, terminates and discharges the Security Interest assigned to it under the Agent Succession (Trademarks), and any and all rights, title or interests of the Collateral Agent in, to and under the Security Interest shall hereby terminate, cease and become void. The Collateral Agent hereby consents to the recording of the release of the Security Interest contemplated hereby with the USPTO. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided in the Amended & Restated Credit Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed as of the date first written above.

**WILMINGTON TRUST,
NATIONAL ASSOCIATION,**
as Collateral Agent

By: 
Name: Jeffrey Rose
Title: Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 005155 FRAME: 0114**

SCHEDULE A

U.S. Trademark Registrations

Owner	Trademark	Registration No.
Direct Chassislink, Inc. (f/k/a Maersk Equipment Service Company, Inc.)	DIRECT CHASSISLINK	3,909,989
Direct Chassislink, Inc. (f/k/a Maersk Equipment Service Company, Inc.)	CHASSIS LINK & Design	3,909,990
Direct Chassislink, Inc. (f/k/a Maersk Equipment Service Company, Inc.)	CHASSISLINK	3,998,992
Direct Chassislink, Inc. (f/k/a Maersk Equipment Service Company, Inc.)	DCLI	3,999,028