

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quality Custom Distribution Services, Inc.		11/22/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	1525 West W.T. Harris Blvd.		
<b>Internal Address:</b>	MAC D1109-019		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78849587	QUALITY CUSTOM DISTRIBUTION SERVICES INC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	7043432104		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher, Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	201 N. Tryon Street, Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	4506050-0140		
<b>NAME OF SUBMITTER:</b>	Terry L. Witcher, Paralegal		

OP \$40.00 78849587

Signature:	/s/ Terry L. Witcher
Date:	11/27/2013
Total Attachments: 3 source=Quality Custom Trademark Notice#page1.tif source=Quality Custom Trademark Notice#page2.tif source=Quality Custom Trademark Notice#page3.tif	

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

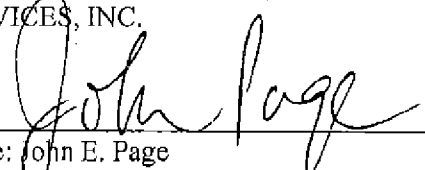
United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of November 22, 2013 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantors from time to time party thereto (each a "Grantor" and collectively, the "Grantors") and Wells Fargo Bank, National Association, as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks, trademark licenses and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks, trademark licenses and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark, trademark license or trademark application.

QUALITY CUSTOM DISTRIBUTION  
SERVICES, INC.

By:   
Name: John E. Page  
Title: Secretary

Acknowledged and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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GRANT OF SECURITY INTEREST  
IN  
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QUALITY CUSTOM DISTRIBUTION  
SERVICES, INC.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: ER Boyl  
Name: Erin Boyl  
Title: Vice President

52194603

TRADEMARK  
REEL: 005162 FRAME: 0713

Schedule 1

Trademarks

<i>Trade Mark</i>	<i>CRL Ref#</i>	<i>Registration No.</i>	<i>Term</i>	<i>Owner</i>
Quality Custom Distribution Services, Inc. (Stylized) Quality (Q art design), and Quality Custom Distribution Services, Inc. (Stylized)	27-3703.1 Attny #207141-00001  27-3709.2 Attny #207142-00005	Serial No. 78/849587 Service Mark, Class 039, in US Supply chain and logistics services, namely, storage, transportation, and delivery of goods for others by truck.	Registration Date August 18, 2005 <i>10-year term expiring April 1, 2015</i>	Quality Custom Distribution Services, Inc.