

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
PREMIER TRAILER LEASING, INC.		12/09/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	340 MADISON AVE.		
Internal Address:	11TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2655492	PREMIER SERVICES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	4168657380		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4168658244		
Email:	efan@torys.com		
Correspondent Name:	Edward Fan		
Address Line 1:	79 Wellington Street West		
Address Line 2:	30th Floor		
Address Line 4:	Toronto, CANADA M5K 1N2		
ATTORNEY DOCKET NUMBER:	22764-2030		
NAME OF SUBMITTER:	Edward Fan		

OP \$40.00 2655492

Signature:	/Edward Fan/
Date:	01/14/2014
<b>Total Attachments: 6</b> source=PNC Premier Trademark Security Agreement (executed)#page1.tif source=PNC Premier Trademark Security Agreement (executed)#page2.tif source=PNC Premier Trademark Security Agreement (executed)#page3.tif source=PNC Premier Trademark Security Agreement (executed)#page4.tif source=PNC Premier Trademark Security Agreement (executed)#page5.tif source=PNC Premier Trademark Security Agreement (executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 9, 2013 is between Premier Trailer Leasing, Inc., a Delaware corporation (herein referred to as "Grantor"), and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain lenders (the "Lenders") and Grantee are parties to that certain Amended and Restated Revolving Credit and Security Agreement, dated as of August 31, 2012 (as amended by that certain Consent and Amendment No. 1 to the Amended and Restated Revolving Credit and Security Agreement, dated as of the date hereof, and as further amended, restated, modified or supplemented, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (each a "Mark" and collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1

annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

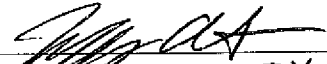
The Trademark Collateral does not include Excluded Collateral.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

\* \* \*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

PREMIER TRAILER LEASING, INC.

By:   
Name: JEFFREY ALTIZER  
Title: CFO

Acknowledged:  
PNC Bank, National Association,  
as Agent

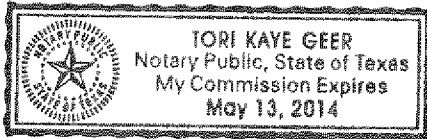
By \_\_\_\_\_  
Name:  
Title:

Texas  
STATE OF ~~NEW YORK~~ )  
                  Tarrant )ss.:  
COUNTY OF ~~NEW YORK~~ )

On this 9 th day of December, 2013, before me personally came Jeffrey Altizer, to me known, who, being by me duly sworn, did depose and say that he is the CFO, Treasurer, Secretary of Premier Trailer Leasing, Inc., the limited liability company described in and which executed the foregoing instrument by order of the members of said limited liability company, and that he signed his name thereto by like order.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:



IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

PREMIER TRAILER LEASING, INC.

By: \_\_\_\_\_

Name:

Title:

Acknowledged:

PNC Bank, National Association,

as Agent

By



Name: Edward Chonko

Title: Vice President

Schedule 1 to Trademark Security Agreement

MARKS

REGISTRATION NUMBERS

PREMIER SERVICES

2,655,492