

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frederick Transport Group, Inc.		04/02/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as administrative agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2215870	FTI A FREDERICK-THOMPSON COMPANY	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612.492.6842		
Email:	ipdocket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	059235-10340		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	04/03/2014		
Total Attachments: 5			
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OP \$40.00 2215870

TRADEMARK

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Confirmatory Grant”) is made effective as of April 2, 2014, by and from FREDERICK TRANSPORT GROUP, INC., an Illinois corporation (the “Grantor”), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Grantee”) for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, HCI-HVH, Inc., a Delaware corporation (the “Parent”), HVH Holdings, Inc., a Delaware corporation (“HVH Acquisition”), HVH Transportation, Inc., a Colorado corporation (“HVH”), Kansas Continental Express, Inc., a Kansas corporation (“KCE”), the Grantor, Bill Thompson Transport Inc., a Michigan corporation (“Thompson”), and Frederick Fleet, Inc., an Illinois corporation (“Frederick Fleet” and together with HVH Acquisition, HVH, KCE, the Grantor, and Thompson, each, a “U.S. Borrower,” and collectively, the “U.S. Borrowers”), 8815623 Canada Inc., a Canadian corporation (“8815623”), 8831742 Canada Inc., a Canadian corporation (“8831742” or “Canadian Term Loan Borrower”), 8817804 Canada Limited, a Canadian corporation (“8817804”), 2810034 Canada Limited, a Canadian corporation (“2810034”), 2810026 Canada Limited, a Canadian corporation (“2810026”), and 957509 Ontario Limited, an Ontario corporation (“957509,” together with 8815623, 8831742, 8817804, 2810034, and 2810026, each, a “Canadian Borrower,” and collectively, the “Canadian Borrowers”; and the Canadian Borrowers together with the U.S. Borrowers, each, a “Borrower,” and collectively, the “Borrowers”), the Lenders, and the Secured Party are parties to that certain Credit Agreement dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed, among other things, to extend to the Borrowers certain credit accommodations.

WHEREAS, the Parent and the Grantee have entered into the Amended and Restated Guaranty of even date herewith, (as may be amended, restated, supplemented or otherwise modified from time to time, the “Parent Guaranty”);

WHEREAS, the U.S. Borrowers and the Grantee have entered into the Guaranty of even date herewith, (as may be amended, restated, supplemented or otherwise modified from time to time, the “U.S. Borrower Guaranty”);

WHEREAS, the Canadian Borrowers (other than the Canadian Term Loan Borrower) and the Grantee have entered into the Guaranty of even date herewith, (as may be amended, restated, supplemented or otherwise modified from time to time, the “Canadian Term Loan Guaranty (U.S. law)”);

WHEREAS, the Canadian Borrowers (other than the Canadian Term Loan Borrower) and the Grantee have entered into the Guarantee and Indemnity of even date herewith, (as may be amended, restated, supplemented or otherwise modified from time to time, the “Canadian Term Loan Guarantee (Canadian law)”);

WHEREAS, the Grantor, the other Borrowers, the Parent and the Grantee have entered into an Amended and Restated Pledge and Security Agreement and Irrevocable Proxy of even date herewith, (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and the Canadian Term Loan Obligations; and (ii) all of the obligations and liabilities under the Parent Guaranty, the U.S. Borrower Guaranty, the Canadian Term Loan Guaranty (U.S. law), and the Canadian Term Loan Guarantee (Canadian law). Upon the payment in full of all Obligations and the Canadian Term Loan Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor’s expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor’s trademark applications based on intent-to-use the mark—which are identified and marked with an asterisk in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

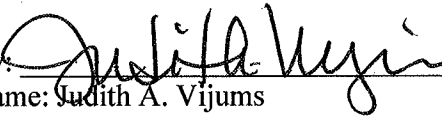
(d) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

Effective immediately upon the consummation of the Acquisition (FTI):

FREDERICK TRANSPORT GROUP, INC.

By: 
Name: Judith A. Vjums
Title: Vice President

Confirmatory Grant of Security Interest in Trademarks
(U.S.)

TRADEMARK
REEL: 005250 FRAME: 0938

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Class(es)	Reg. No. Reg. Date
FTI A FREDERICK-THOMPSON COMPANY	39	2215870 05-JAN-1999