

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304969

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment Number One to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACCESS AMERICA TRANSPORT, LLC		05/15/2014	LIMITED LIABILITY COMPANY: TENNESSEE
COYOTE LOGISTICS, LLC		05/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Capital Finance, LLC, as Agent		
<b>Street Address:</b>	100 Park Avenue, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3523793	ACCESS AMERICA TRANSPORT	
<b>Registration Number:</b>	4480314	ACCESS AMERICA TRANSPORT	
<b>Registration Number:</b>	4480316	A ACCESS AMERICA TRANSPORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136270705		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	213.683.5698		
<b>Email:</b>	MinetteTayco@paulhastings.com		
<b>Correspondent Name:</b>	Minette M. Tayco, c/o Paul Hastings LLP		
<b>Address Line 1:</b>	515 S. Flower Street, 25th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	WF/COYOTE 90440.00006:TR		
<b>NAME OF SUBMITTER:</b>	Minette M. Tayco		
<b>SIGNATURE:</b>	/Minette M. Tayco/		
<b>DATE SIGNED:</b>	05/19/2014		
<b>Total Attachments: 5</b>			

CH \$90.00 3523793

source=WFCF\_Coyote - Fully Executed Amendment Number One to Trademark Security Agreement#page1.tif  
source=WFCF\_Coyote - Fully Executed Amendment Number One to Trademark Security Agreement#page2.tif  
source=WFCF\_Coyote - Fully Executed Amendment Number One to Trademark Security Agreement#page3.tif  
source=WFCF\_Coyote - Fully Executed Amendment Number One to Trademark Security Agreement#page4.tif  
source=WFCF\_Coyote - Fully Executed Amendment Number One to Trademark Security Agreement#page5.tif

## **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of May 15, 2014 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of July 26, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **WELLS FARGO CAPITAL FINANCE, LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Agent"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Trademark Security Agreement or, if not defined therein, the Credit Agreement (as defined in the Trademark Security Agreement).

**WHEREAS**, Grantors and Agent are parties to that certain Trademark Security Agreement, as recorded with the United States Patent and Trademark Office on July 31, 2013 at Reel 5082, Frame 0672; and

**WHEREAS**, Grantors and Agent wish to amend the Trademark Security Agreement by joining Access America Transport, LLC, a Tennessee limited liability company ("New Grantor") and by amending Schedule I to the Trademark Security Agreement to add the Trademarks appearing on Schedule I hereto to the Trademark Collateral, and Grantors and Agent have agreed to do so.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, New Grantor will be deemed to be a party to the Trademark Security Agreement and a "Grantor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark Security Agreement. New Grantor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include New Grantor.

2. In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title and interest in, to and under the Trademark Collateral.

3. Grantors and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule I attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

4. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on Schedule I attached hereto; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

5. CHOICE OF LAW, CONSENT TO JURISDICTION, AND WAIVER OF JURY TRIAL. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, CONSENT TO JURISDICTION, AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 7.12-7.14 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

6. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

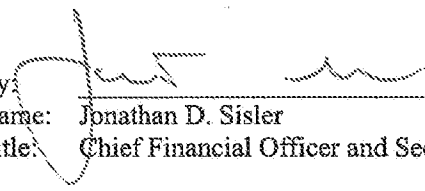
7. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

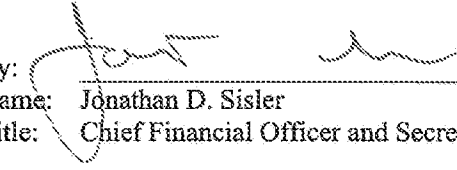
NEW GRANTOR:

ACCESS AMERICA TRANSPORT, LLC

By:   
Name: Jonathan D. Sisler  
Title: Chief Financial Officer and Secretary

EXISTING GRANTOR:

COYOTE LOGISTICS, LLC

By:   
Name: Jonathan D. Sisler  
Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]


ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC

By:

Name:

Title:




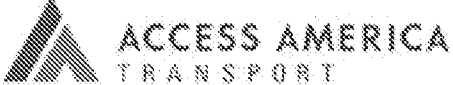
STEVEN WALPISCH  
AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005282 FRAME: 0952

**SCHEDULE I**  
**TO**  
**AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

United States Trademark Registrations:

TRADEMARK & DESIGN	REG. NUMBER	REG. DATE	OWNER
	3523793	10/28/2008	Access America Transport, LLC
ACCESS AMERICA TRANSPORT	4480314	2/11/2014	Access America Transport, LLC
	4480316	2/11/2014	Access America Transport, LLC