OP \$65.00 2807545

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM305936

Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as successor in interest to Fleet Capital Corporation		05/28/2014	INC. ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	Truckers B2B, LLC, as successor in interest to TruckersB2B, Inc.		
Street Address:	9503 East 33rd Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46235		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2807545	TRUCKERSB2B
Registration Number:	2829343	IT PAYS TO BE A MEMBER

CORRESPONDENCE DATA

Fax Number: 8013281707

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.

Phone: 801-533-9800

Email: docketing@wnlaw.com
Correspondent Name: David B. Dellenbach
Address Line 1: 60 East South Temple

Address Line 2: 10th Floor

Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	20229.1
NAME OF SUBMITTER:	David B. Dellenbach
SIGNATURE:	/David B. Dellenbach/
DATE SIGNED:	05/29/2014

Total Attachments: 4

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TRADEMARK
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release"), is made and effective as of May 23, 2014, and granted by Bank of America, N.A., a national banking association, as successor in interest to Fleet Capital Corporation (the "Collateral Agent"), as collateral agent for the secured parties under the Loan Agreement referred to below (the "Secured Parties"), in favor of Truckers B2B, LLC, a Delaware limited liability company, as successor in interest to TruckersB2B, Inc., and its successors, legal representatives and assignees (collectively, the "Grantor").

WHEREAS, Celadon Group, Inc., a Delaware corporation ("CGI"), Celadon Trucking Services, Inc., a New Jersey corporation ("CTSI"), Celadon Canada, Inc. ("CCI") and Grantor (together, the "Borrowers") entered into a Loan and Security Agreement dated as of September 26, 2002 (the "Loan Agreement"), with the Collateral Agent and the lenders party thereto;

WHEREAS, in connection with the Loan Agreement, CGI, CTSI and Grantor executed and delivered to the Collateral Agent that certain Trademark Security Agreement, dated as of September 26, 2002 (the "Trademark Security Agreement");

WHEREAS, pursuant the Trademark Security Agreement, Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2606/Frame 0082 on October 29, 2002; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

- 1. <u>Definition</u>. The term "Trademark Collateral," as used herein, shall mean all of Grantor's right, title and interest of every kind and nature as of the date hereof in the following (collectively, the "Trademark Collateral"):
- (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, whether registered or unregistered, including the trademark registrations and applications set forth in <u>Schedule 1</u> hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof ("Trademarks");

- (b) any and all license and other agreements in which Grantor directly or indirectly has granted or is granted a license or other right, whether exclusive or non-exclusive, (i) to use or develop any Trademarks, (ii) to receive royalties, revenues, income or other payment related to any Trademarks, or (iii) to exercise any other right with respect to with respect to any Trademarks;
 - (c) all tangible embodiments of the foregoing;
- (d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to suc for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral and reassigns to Grantor any and all such right, title and interest that it may have in the Trademark Collateral.
- 3. <u>Termination of Special Power of Attorney</u>. Any power of attorney granted by Grantor to Collateral Agent in connection with the Trademark Security Agreement shall be, and hereby is, terminated.
- 4. <u>Further Assurances</u>. Collateral Agent agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which Grantor (or its respective agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and Grantor's (or its assignees') right, title and interest in and to the Trademark Collateral.
- 5. <u>Governing Law.</u> This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any conflict of laws provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COLLATERAL AGENT

BANK OF AMERICA, N.A. as Collateral Agent

By: Mane: Michael T. Sands

Title: A∀₽

IN PRESENCE OF:

On the Aday of May, 2014, before me personally came Aday of May, 2

Notary Public

Printed Name:

PEGGY A. HAUSTEIN Johnson County My Commission Expires January 28, 2016

My Commission Expires: // // 6

SCHEDULE 1 TRADEMARK REGISTRATIONS AND APPLICATIONS

Registration No./Scrial Number	Mark	Jurisdiction
2807545	TRUCKERSB2B	United States
2829343	IT PAYS TO BE A MEMBER	United States

RECORDED: 05/29/2014