

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USA Jet Airlines, Inc.		08/27/2014	CORPORATION: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2117837	CHARTERNET	
Registration Number:	1998391	USA JET AIRLINES	
Registration Number:	1998392	ACTIVE AERO CHARTER	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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>			
Phone:	612.492.6842		
Email:	ip.docket@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:	059235-09992		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	08/28/2014		
Total Attachments: 4			
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Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of August 27, 2014, by and from the grantor party hereto (the “Grantor”), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Secured Party”) for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Roadrunner Transportation Systems, Inc., a Delaware corporation (the “Borrower”) is a party to the Fifth Amended and Restated Credit Agreement dated as of July 9, 2014 between the Borrower, the lenders that are signatories thereto (the “Lenders”), and U.S. Bank National Association as Administrative Agent for the Lenders (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders have agreed to extend to the Borrower certain credit accommodations;

WHEREAS, the Grantor is a wholly-owned indirect subsidiary of the Borrower;

WHEREAS, the Grantor has granted security interests to the Secured Party under the Fifth Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated July 9, 2014 (as 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, which 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 the Secured Party under the Security Agreement. The rights and remedies of the Secured Party 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. If 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 (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the 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 the Secured Party 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) 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 effective as of the date first written above.

USA JET AIRLINES, INC.

By: Peter R. Armbruster
Name: Peter R. Armbruster
Title: Vice President

Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005353 FRAME: 0989

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	Reg. No.	Reg. Date
CHARTERNET	2117837	12/2/1997
USA JET AIRLINES	1998391	9/3/1996
ACTIVE AERO CHARTER	1998392	9/3/1996