

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328448

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Premier Trailer Leasing, Inc.		09/24/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Administrative Agent		
<b>Street Address:</b>	50 SOUTH SIXTH STREET, SUITE 1290		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2655492	PREMIER SERVICES	
<b>Registration Number:</b>	2374596	NATIONAL SEMI-TRAILER CORP.	
<b>Registration Number:</b>	1602895	NATIONAL SEMI-TRAILER CORP.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	vmann@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Virginia F. Mann		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	20200-058		
<b>NAME OF SUBMITTER:</b>	Virginia F. Mann		
<b>SIGNATURE:</b>	/Virginia F. Mann/		
<b>DATE SIGNED:</b>	01/09/2015		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 24, 2014 is between Premier Trailer Leasing, Inc., a Delaware corporation (herein referred to as "Grantor"), and Wilmington Trust, National Association, as Administrative Agent (in such capacity, together with its successors in such capacity, "Grantee"). 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, Premier Trailer Leasing Holdings LLC, certain lenders (collectively, the "Lenders") and Grantee are parties to that certain Credit and Security Agreement, dated as of September 24, 2014 (as 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 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 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 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 ALTIER

Title:

CFO, Treasurer & Secretary

Acknowledged:

Wilmington Trust, National Association,  
as Administrative Agent

By \_\_\_\_\_

Name:

Title:

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:

Wilmington Trust, National Association,  
as Administrative Agent

By \_\_\_\_\_

Name:

Title:

  
Jeffrey Rose  
Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005437 FRAME: 0203**

Schedule 1 to Trademark Security Agreement

<u>MARKS</u>	<u>REGISTRATION NUMBERS</u>
PREMIER SERVICES	2,655,492
NATIONAL SEMI-TRAILER CORP.	2,374,596
NATIONAL SEMI-TRAILER CORP. (DESIGN)	1,602,895