

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM343866

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks recorded at Reel 5494/Frame 0436		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association		06/01/2015	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Horizon Lines, LLC		
<b>Street Address:</b>	2550 West Tyvola Road		
<b>Internal Address:</b>	Suite 530, Coliseum 3		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28217		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	Road Raiders Inland, Inc.		
<b>Street Address:</b>	4064 Colony Road		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28211		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86416463	FREIGHT CAPTAIN	
<b>Serial Number:</b>	86419970	DISPATCHCAPTAIN	
<b>Serial Number:</b>	86128173	DOOR TO WORLD SERVICE	
<b>Serial Number:</b>	86128176	ROAD RAIDERS	
<b>Registration Number:</b>	4612712	RR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>	949-451-3800		
<b>Email:</b>	skann@gibsonduunn.com		

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<b>Correspondent Name:</b>	Stephanie S. Kann, Senior Paralegal
<b>Address Line 1:</b>	3161 Michelson Drive
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612

<b>ATTORNEY DOCKET NUMBER:</b>	58063-00038
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<b>NAME OF SUBMITTER:</b>	Stephanie S. Kann
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<b>SIGNATURE:</b>	/stephanie s. kann/
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<b>DATE SIGNED:</b>	06/08/2015
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**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of June 1, 2015 ("Effective Date") by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the "Collateral Agent") in favor of HORIZON LINES, LLC, AND ROAD RAIDERS INLAND, INC. (the "Grantors"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

**WHEREAS**, Grantors and the Collateral Agent entered into that certain Security and Pledge Agreement by and between Grantors and the Collateral Agent (for the benefit of the Secured Parties), dated October 5, 2011 (the "Security Agreement"), related to the 6.00% Series A Convertible Senior Secured Notes and the 6.00% Series B Mandatorily Convertible Senior Secured Notes, wherein Grantors granted to the Collateral Agent a continuing security interest in all of its right, title and interest in and to certain assets of the Grantors;

**WHEREAS**, pursuant to the Security Agreement, that certain Trademark Security Agreement, dated January 30, 2015 (the "Trademark Security Agreement") was (a) entered into by Grantors and the Collateral Agent to record the security interest with respect to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, those items set forth on Schedule A hereto, and (b) recorded with the United States Patent and Trademark Office on April 8, 2015, at Reel 5494, Frame 0436; and

**WHEREAS**, Grantors have satisfied the terms of the Security Agreement and requests a specific release of the security interest granted and recorded against the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (i) terminates the Trademark Security Agreement and releases and re-assigns to Grantors any and all liens, security interests, right, title and interest it may have in, to and under the Trademark Collateral, including, without limitation, those items set forth on Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) agrees that it shall execute all other documents and do all other acts reasonably requested, in writing, by Grantors to relinquish and effect the release of such rights to Grantors, at sole expense of Grantor; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under the Security Agreement with respect to the Trademark Collateral.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

\* \* \* \* \*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative effective as of the Effective Date.

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

Name: K. WENDY KUMAR  
Title: VICE PRESIDENT

### SCHEDULE A

Grantor	Country	Mark	App./Reg. No.	Filing /Reg. Date
Horizon Lines LLC	US Federal	FREIGHT CAPTAIN	86/416463	Oct. 7 2014
Horizon Lines LLC	US Federal	DISPATCHCAPTAIN	86/419970	Oct. 9 2014
Road Raiders Inland Inc.	US Federal	DOOR TO WORLD SERVICE	86/128173	Nov. 25 2013
Road Raiders Inland Inc.	US Federal	ROAD RAIDERS	86/128176	Nov. 25 2013
Road Raiders Inland Inc.	US Federal	RR Design	4612712	Sept. 30 2014