

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345096

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL 5494/FRAME 0405

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		05/29/2015	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Horizon Lines, LLC
Street Address:	2550 West Tyvola Road
Internal Address:	Suite 530, Coliseum 3
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28217
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Road Raiders Inland, Inc.
Street Address:	4064 Colony Road
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86416463	FREIGHT CAPTAIN
Serial Number:	86419970	DISPATCHCAPTAIN
Serial Number:	86128173	DOOR TO WORLD SERVICE
Serial Number:	86128176	ROAD RAIDERS
Registration Number:	4612712	RR

CORRESPONDENCE DATA

Fax Number: 2124464900

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: 2124464800

Email: michelle.nowicki@kirkland.com

TRADEMARK

Correspondent Name: Kirkland & Ellis LLP
Address Line 1: Attn Hayley Smith, Sr. Legal Assistant
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 12332-1 HS

NAME OF SUBMITTER: Hayley Smith

SIGNATURE: /HAYLEY SMITH/

DATE SIGNED: 06/16/2015

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 May 29, 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 January 31, 2013 (the "Security Agreement"), related to the \$20,000,000 Term Loan, 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 0405; 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: 
Title: Lisa J. Dolan
~~Assistant 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