

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346731

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Patent, Trademark and Copyright Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hammel Companies, Inc.		06/30/2015	CORPORATION: DELAWARE
Pitt-Ohio Express, Inc.		06/30/2015	CORPORATION: PENNSYLVANIA
Pitt-Ohio Express, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Terminal Leasing, Inc.		06/30/2015	CORPORATION: PENNSYLVANIA
Hammel's Express, Inc.		06/30/2015	CORPORATION: PENNSYLVANIA
Hammel Leasing, Inc.		06/30/2015	CORPORATION: DELAWARE
Freight Equipment Leasing, Inc.		06/30/2015	CORPORATION: DELAWARE
Freight Equipment Leasing, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Tank Leasing, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Martera, Inc.		06/30/2015	CORPORATION: PENNSYLVANIA
Crane Holdings, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
United States Cargo and Courier Service, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Pitt-Ohio Ground, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
910 Properties II LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Poe Air, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Terminal Properties, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
ECM Associated, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
ECO Industries, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
ECM Transport, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA

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Name	Formerly	Execution Date	Entity Type
MCS Terminals, LLC		06/30/2015	LIMITED LIABILITY COMPANY: OHIO
Motor Carrier Service, LLC		06/30/2015	LIMITED LIABILITY COMPANY: OHIO
MCS Equipment Leasing, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
DCN Limited Partnership		06/30/2015	LIMITED PARTNERSHIP: PENNSYLVANIA
Dohrn Associated, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Pura Vida Leasing LLC		06/30/2015	LIMITED LIABILITY COMPANY: ILLINOIS
Dohrn Terminals, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Dohrn Transfer Company, LLC		06/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA

#### RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	249 Fifth Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	Bank: UNITED STATES

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	3660758	HEAT TRACK
<b>Registration Number:</b>	3750555	WE'RE ALWAYS THINKING GREEN!
<b>Registration Number:</b>	4417453	PITT OHIO SUPPLY CHAIN GROUND LTL TL
<b>Registration Number:</b>	4413683	PITT OHIO
<b>Registration Number:</b>	4315532	SAFETYBOX

#### CORRESPONDENCE DATA

**Fax Number:** 4125621041  
**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:** 412-562-1622  
**Email:** vicki.cremonese@bipc.com  
**Correspondent Name:** Duane A. Stewart III  
**Address Line 1:** 301 Grant Street  
**Address Line 2:** 20th Floor  
**Address Line 4:** Pittsburgh, PENNSYLVANIA 15219

**TRADEMARK**

<b>ATTORNEY DOCKET NUMBER:</b>	0011046-301269
<b>NAME OF SUBMITTER:</b>	Duane A. Stewart III
<b>SIGNATURE:</b>	/Duane A. Stewart III/
<b>DATE SIGNED:</b>	07/02/2015

**Total Attachments: 16**

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**AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This **AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement"), dated as of June 30, 2015, is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AS PLEDGORS AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (each a "Pledgor" and collectively, the "Pledgors") and PNC BANK, NATIONAL ASSOCIATION, as Agent for the Banks referred to below (the "Agent").

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among Hammel Companies, Inc. (the "Borrower"), the Guarantors now or hereafter a party thereto, the Banks now or hereafter a party thereto (the "Banks"), and the Agent, the Agent and the Banks have agreed to provide certain loans and other financial accommodations to the Pledgors, and each Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including those listed on Schedule A, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate, except any application for registration of a trademark or service mark filed with the United States Patent and Trademark Officer ("PTO") on an intent-to-use basis until such time (if any) as an amendment to allege use is accepted by the PTO, at which time such trademark or service mark shall cease to be excluded from this definition.

(c) "Secured Obligations" shall mean and include the following: (i) the payment and performance of all Obligations, including all Obligations arising under the Credit Agreement or any of the other Loan Documents after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any of the Loan Parties or which would have arisen or accrued but for the commencement of such proceeding (including interest after default), even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and (ii) any amendments, extensions, renewals and increases of or to any of the foregoing Secured Obligations.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants, and conveys a security interest to the Agent, for itself and the benefit of the Banks and their respective Affiliates in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents, covenants and warrants that:

(a) the material Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the material Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, other than Permitted Liens and except for licenses granted in accordance with Section 5 hereof;

(d) such Pledgor has the corporate, limited liability company or partnership power, as applicable, and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party; and

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 11.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Agent and the Banks to make the Loans, and that the Agent and the Banks are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the

other Pledgors. The Agent and the Banks, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Agent and the Banks, or any of them, shall not be a defense to any action the Agent and the Banks, or any of them, may elect to take against any Pledgor. Each of the Banks and the Agent hereby reserve all right against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit and Bank-Provided Interest Rate Hedge or any Other Bank Provided Financial Service Products have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products and the provision of such Pledgor's services.

6. If, before the Secured Obligations shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit, all Bank-Provided Interest Rate Hedges and all Other Bank Provided Financial Service Products have expired, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Agent prompt notice thereof in writing. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other

disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgors, which right is hereby waived and released. Nothing in this Agreement waives any duty of the Agent or any right of Pledgor which cannot be waived under Section 9-602 of the UCC or other mandatory provisions of applicable Law which cannot be waived.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person.

9. At such time as Pledgors shall have indefeasibly paid in full all of the Secured Obligations, the Commitments shall have terminated and the Letters of Credit, all Bank-Provided Interest Rate Hedges and all Other Bank Provided Financial Service Products have expired, this Agreement shall terminate and Agent shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel, if any, reasonably acceptable to Agent, to prosecute diligently any material patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit, all Bank-Provided Interest Rate Hedges and all Other Bank Provided Financial Service Products have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees, except where the failure to make such applications on unpatented but patented inventions would not reasonably be

expected to result in a Material Adverse Change. Any expenses incurred in connection with such an application shall be borne by Pledgors. Except as permitted in Section 8.1.5 and Section 8.2.7 of the Credit Agreement, no Pledgor shall abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, all reasonable out-of-pocket costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Bank-Provided Interest Rate Hedges or any Other Bank Provided Financial Service Products or by Law, and the Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Agent or any of the Banks or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which

(without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Bank-Provided Interest Rate Hedges or any Other Bank Provided Financial Service Products and the value of the benefits described in Paragraph 26 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Bank -Provided Interest Rate Hedges or any Other Bank Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 27 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 [Taxes] of the Credit Agreement and shall make all payments free and clear of Taxes to the extent required therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void, other than assignments and transfers permitted by the Credit Agreement.

19. This Agreement shall be deemed to be a contract under the Laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of

any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the Commonwealth of Pennsylvania.

20. (a) EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA SITTING IN ALLEGHENY COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE WESTERN DISTRICT OF PENNSYLVANIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH PENNSYLVANIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE AGENT, ANY BANK OR THE ISSUING BANK MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(b) EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 20. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

21. Each Pledgor hereby appoints a process agent, Pitt-Ohio Express, Inc. (in such capacity, the "Process Agent"), as its agent to receive on behalf of such party and its respective property, service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to any of the Pledgors in care of the Process Agent at the Process Agent's address, and each of the Pledgors hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided by law. Each Pledgor further agrees that it shall, for so long as any Commitment, Letter of Credit or any Obligation of any Loan Party to the Bank remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 21. The Process Agent hereby accepts the appointment of Process Agent

by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors. The Process Agent has an address of, on the date hereof, 15 27th Street, Pittsburgh, Pennsylvania 15222, United States.

22. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

23. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or other electronic transmission to the Agent or any Bank of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

24. All notices, requests, demands, directions and other communications (collectively, "Notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

25. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Pledged Collateral in accordance with Section 8.1.6 of the Credit Agreement, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

26. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

27. At any time after the initial execution and delivery of this Agreement to the Agent and the Banks, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Agent and the Banks a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

28. Each Pledgor acknowledges and agrees that (a) this Agreement contains one or more provisions authorizing the Agent to act as each Pledgor's attorney-in-fact or agent (collectively the "Power of Attorney"); (b) the purpose of the Power of Attorney is to give the Agent broad powers to endorse each Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person and to take any action which Agent may deem necessary or advisable to accomplish the purposes hereof and otherwise act in the name of each Pledgor; (c) the Power of Attorney is coupled with an interest and, as such, the Agent, in exercising any of its rights under the Power of Attorney is not a fiduciary of each Pledgor; (d) the Agent may exercise any of its rights under the Power of Attorney for the sole benefit of the Agent, without regard to the interests of each Pledgor; (e) the Power of Attorney shall in no way be construed as to benefit each Pledgor; (f) the Agent shall have no duty to exercise any powers granted by the Power of Attorney for the benefit of Pledgor or in each Pledgor's best interest; (g) the Agent shall have no duty of loyalty to each Pledgor; (g) the Agent shall, to the extent exercisable, exercise any and all powers granted by the Power of Attorney solely for the benefit of Agent; (h) any rights each Pledgor may have under 20 Pa.C.S. §§ 5601 - 5612, as amended (the "POA Act") are hereby forever waived and relinquished; (i) without limiting the generality of the foregoing, (A) the Power of Attorney shall not be construed in accordance with the provisions of the POA Act, and (B) the Agent shall have none of the duties described in 20 Pa.C.S. § 5601.3(b); (j) the Power of Attorney is irrevocable; and (k) each Pledgor has read and understands the Power of Attorney.

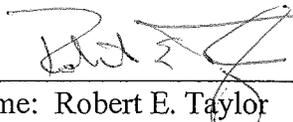
29. This Agreement hereby replaces in its entirety, that certain Amended and Restated Patent, Trademark and Copyright Security Agreement dated as of November 16, 2012, by and among the Pledgors party thereto and the Agent (as thereafter amended, supplemented or modified from time to time, the "2012 Patent Trademark Agreement"), and each of the Pledgors acknowledges and agrees that the amendment and restatement of the 2012 Patent Trademark Agreement by this Agreement is not intended to constitute, nor does it constitute, a novation, interruption, suspension of continuity, satisfaction, discharge or termination of the obligations, liabilities, or indebtedness under the 2012 Patent Trademark Agreement and this Agreement is entitled to all rights and benefits originally pertaining to the 2012 Patent Trademark Agreement, as such rights and benefits may have been amended pursuant to the terms of this Agreement.

**[SIGNATURE PAGES FOLLOW]**

[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized,  
have executed and delivered this Agreement as of the day and year first above set forth with the  
intention that this Agreement constitute a sealed instrument.

HAMMEL COMPANIES, INC.,  
PITT-OHIO EXPRESS, INC.,  
PITT-OHIO EXPRESS, LLC,  
TERMINAL LEASING, INC.,  
HAMMEL'S EXPRESS, INC.,  
HAMMEL LEASING, INC.,  
FREIGHT EQUIPMENT LEASING, INC.,  
FREIGHT EQUIPMENT LEASING, LLC,  
TANK LEASING, LLC,  
MARTERA, INC.,  
CRANE HOLDINGS, LLC,  
UNITED STATES CARGO AND  
COURIER SERVICE, LLC,  
PITT-OHIO GROUND, LLC,  
910 PROPERTIES II LLC,  
POE AIR, LLC and  
TERMINAL PROPERTIES, LLC

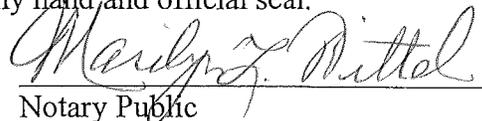
By:  (SEAL)  
Name: Robert E. Taylor  
Title: Secretary and Treasurer

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF ALLEGHENY :

On this, the 25<sup>TH</sup> day of JUNE, 2015, before me, the undersigned officer,  
personally appeared Robert E. Taylor who acknowledged himself to be the Secretary and  
Treasurer of each of the Pledgors referenced above and that he as such Secretary and Treasurer,  
being authorized to do so, executed the foregoing instrument for the purposes therein contained  
by signing the name of each Pledgor by himself as Secretary and Treasurer and further  
acknowledged that he executed the same on behalf of such Pledgor with the knowledge and  
intent that the foregoing instrument contains a grant by such Pledgor of one or more powers of  
attorney.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires JUNE 21, 2016  
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Marilyn L. Bittel, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires June 21, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

TRADEMARK

REEL: 005568 FRAME: 0053

[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT]

ECM ASSOCIATED, LLC,  
ECO INDUSTRIES, LLC,  
ECM TRANSPORT, LLC,  
MCS TERMINALS, LLC,  
MOTOR CARRIER SERVICE, LLC and  
MCS EQUIPMENT LEASING, LLC

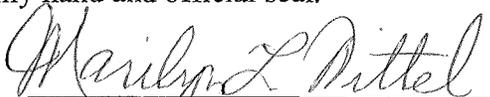
By:  (SEAL)  
Name: Robert E. Taylor  
Title: Secretary and Treasurer

COMMONWEALTH OF PENNSYLVANIA :

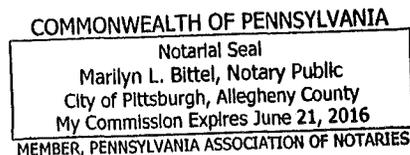
COUNTY OF ALLEGHENY :

On this, the 25<sup>TH</sup> day of JUNE, 2015, before me, the undersigned officer, personally appeared Robert E. Taylor who acknowledged himself to be the Secretary and Treasurer of each of the Pledgors referenced above and that he as such Secretary and Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of each Pledgor by himself as Secretary and Treasurer and further acknowledged that he executed the same on behalf of such Pledgor with the knowledge and intent that the foregoing instrument contains a grant by such Pledgor of one or more powers of attorney.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires: JUNE 21, 2016



[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT]

DCN LIMITED PARTNERSHIP

By: Hammel Leasing, Inc., its sole general  
partner

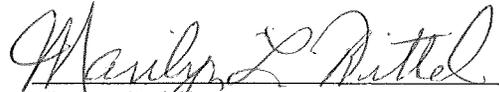
By:  (SEAL)  
Name: Robert E. Taylor  
Title: Secretary and Treasurer

COMMONWEALTH OF PENNSYLVANIA :

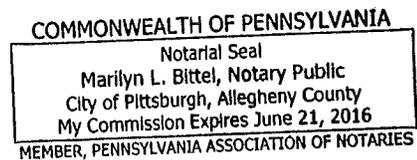
COUNTY OF ALLEGHENY :

On this, the 25<sup>TH</sup> day of JUNE, 2015, before me, the undersigned officer, personally appeared Robert E. Taylor who acknowledged himself to be the Secretary and Treasurer of Hammel Leasing, Inc., the sole general partner of DCN LIMITED PARTNERSHIP and that he as such Secretary and Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Hammel Leasing, Inc. as the sole general partner of DCN LIMITED PARTNERSHIP by himself as Secretary and Treasurer and further acknowledged that he executed the same on behalf of Hammel Leasing, Inc. as the sole general partner of DCN LIMITED PARTNERSHIP with the knowledge and intent that the foregoing instrument contains a grant by DCN LIMITED PARTNERSHIP of one or more powers of attorney.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:



[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT]

DOHRN ASSOCIATED, LLC,  
PURA VIDA LEASING LLC,  
DOHRN TERMINALS, LLC and  
DOHRN TRANSFER COMPANY, LLC

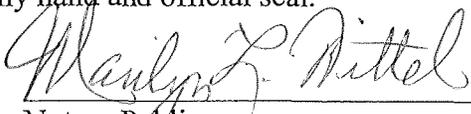
By:  (SEAL)  
Name: Robert E. Taylor  
Title: Secretary and Treasurer

COMMONWEALTH OF PENNSYLVANIA :

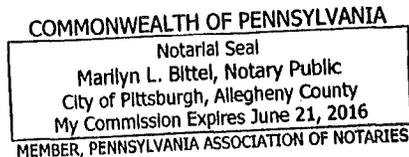
COUNTY OF ALLEGHENY :

On this, the 25<sup>TH</sup> day of JUNE, 2015, before me, the undersigned officer, personally appeared Robert E. Taylor who acknowledged himself to be the Secretary and Treasurer of each of the Pledgors referenced above and that he as such Secretary and Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of each Pledgor by himself as Secretary and Treasurer and further acknowledged that he executed the same on behalf of such Pledgor with the knowledge and intent that the foregoing instrument contains a grant by such Pledgor of one or more powers of attorney.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires: JUNE 21, 2016



[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_

Name: Scott Colcombe

Title: Senior Vice President

**SCHEDULE A**  
**TO**  
**AMENDED AND RESTATED PATENT, TRADEMARK**  
**AND COPYRIGHT SECURITY AGREEMENT**

Schedule A

**TRADEMARK**  
**REEL: 005568 FRAME: 0058**

Patents, Trademarks, Copyrights, Licenses, Etc.

Trademark on "HEAT TRACK" (Registration #3660758)

Trademark on "WE'RE ALWAYS THINKING GREEN!" (Registration #3750555)

All owned by Pitt-Ohio Express, LLC

The following Hammel Companies trademarks:

2	85819870	4417453	PITT OHIO SUPPLY CHAIN GROUND LTL TL	TSDR	LIVE
3	85819845	4413683	PITT OHIO	TSDR	LIVE
4	85368649	4315532	SAFETYBOX	TSDR	LIVE