

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352183

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boasso America Corporation		08/18/2015	CORPORATION: LOUISIANA
Quality Carriers, Inc.		08/18/2015	CORPORATION: ILLINOIS
Quality Distribution, LLC		08/18/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Independence Center, 101 N. Tryon St
Internal Address:	Mailcode NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2335172	BOASSO AMERICA
Registration Number:	2340544	BOASSO AMERICA
Registration Number:	2335165	BOASSO AMERICA
Registration Number:	2340545	BOASSO AMERICA
Registration Number:	2382040	GULF STATES INTERMODAL, INC.
Registration Number:	2420609	QUALITY CARRIERS
Registration Number:	4212794	QC

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 2023704750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

TRADEMARK

Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F157698

NAME OF SUBMITTER: Amanda M. Mitchell

SIGNATURE: /Amanda M. Mitchell/

DATE SIGNED: 08/21/2015

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated August 18, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A. (“Bank of America”), as Collateral Agent (the “Second Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Gruden Acquisition, Inc., a Delaware corporation (together with its permitted successors and assigns, the “Borrower”), Gruden Holdings, Inc., a Delaware corporation (“Holdings”), Bank of America, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Second Lien Term Loan Credit Agreement dated as of August 18, 2015 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property) (the “Second Lien Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the Second Lien Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Second Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

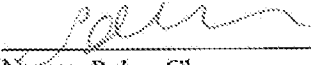
BOASSO AMERICA CORPORATION
QUALITY CARRIERS, INC.
QUALITY DISTRIBUTION, LLC,
as Initial Grantors

By: 
Name: John T. Wilson
Title: Corporate Secretary

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005604 FRAME: 0463

BANK OF AMERICA, N.A.
as Second Lien Collateral Agent

By: 
Name: Paley Chen
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005604 FRAME: 0464

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Boasso America Corporation	"Boasso America"	2335172
Boasso America Corporation	"Boasso America"	2340544
Boasso America Corporation	"Boasso America"	2335165
Boasso America Corporation	"Boasso America"	2340545
Boasso America Corporation	"Gulf States Intermodal, Inc."	2382040
Quality Carriers, Inc.	"Quality Carriers"	2420609
Quality Distribution, LLC	"QC"	4212794