

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358083

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERICAN FAST FREIGHT, INC.		10/09/2015	CORPORATION: WASHINGTON
CARIBBEAN SHIPPING SERVICES, INC.		10/09/2015	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	AEA MEZZANINE FUND III LP as Agent
Street Address:	281 Tresser Boulevard, 15th FL
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2561622	AMERICAN FAST FREIGHT
Registration Number:	2928430	AMERICAN RELOCATION SERVICES
Registration Number:	3346998	AMERICAN RELOCATION SERVICES
Registration Number:	2648500	
Registration Number:	4200865	FASTTRAX POWERED BY AFF
Registration Number:	4583598	HAWAIIAN OCEAN TRANSPORT
Registration Number:	4583600	AFF
Registration Number:	4583601	AFF
Serial Number:	86682534	CARIBBEAN

CORRESPONDENCE DATA

Fax Number:

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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Lauryn E. May

CH \$240.00 2561622

Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166-4193

ATTORNEY DOCKET NUMBER: 86703.27

NAME OF SUBMITTER: Lauryn E. May

SIGNATURE: /Lauryn E. May by trademarkny/

DATE SIGNED: 10/09/2015

Total Attachments: 6

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Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Second Lien Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Agent or any Second Lien Claimholder hereunder are subject to the provisions of the Intercreditor Agreement, dated October 9, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Closing Date Intercreditor Agreement"; capitalized terms used but not defined in this paragraph have the meanings ascribed thereto in the Closing Date Intercreditor Agreement), among The Governor and Company of the Bank of Ireland, as First Lien Agent, AEA Mezzanine Fund III LP, as Second Lien Agent, and acknowledged by the Grantors and other persons from time to time party thereto. If there is a conflict between the terms of the Closing Date Intercreditor Agreement and this Agreement, the terms of the Closing Date Intercreditor Agreement will control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of October 9, 2015, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor") and AEA MEZZANINE FUND III LP, in its capacity as collateral agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Note Purchase Agreement dated as of October 9, 2015 (as may be amended, amended and restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Note Purchase Agreement") among AFF, Inc., a Washington corporation (the "Borrower"), AFF Acquisition, Inc., a Delaware corporation ("Holdings"), the lenders from time to time party thereto (the "Lenders") and AEA Mezzanine Fund III LP as collateral agent for the Lenders (in such capacity, the "Agent"), the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof and the other Loan Documents;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Note Purchase Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Agent that certain Second Lien Guarantee and Collateral Agreement dated as of October 9, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver to the Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or the Note Purchase Agreement, as the case may be.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in and lien on all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those referred to on Schedule I hereto (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody such Trademarks.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrower and the Grantors or (in each case) any of them, to the Agent whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the other Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall comply with their respective obligations under the Guarantee and Collateral Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 5, the Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of any Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral (including without limitation, all Trademark Collateral), whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

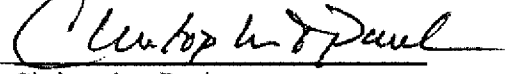
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Note Purchase Agreement and the Guarantee and Collateral Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a written record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]


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

GRANTORS:

AMERICAN FAST FREIGHT, INC.,
a Washington corporation

by: 
Name: Christopher Paule
Title: Chief Financial Officer

**CARIBBEAN SHIPPING SERVICES,
INC.,**
a Florida corporation

by: 
Name: Christopher Paule
Title: Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

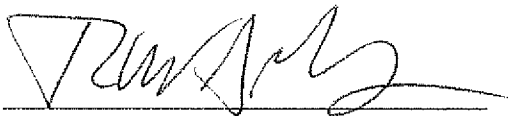
TRADEMARK
REEL: 005641 FRAME: 0840

AGENT:

AEA MEZZANINE FUND III LP,
as Agent

By: AEA Mezzanine Partners III LP, its
general partner

By: AEA Mezzanine Management III GP
LLC, its general partner

By: 
Name: Thomas W. S. Groves
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]


TRADEMARK
REEL: 005641 FRAME: 0841

**SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

GRANTOR: American Fast Freight, Inc.

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	AMERICAN FAST FREIGHT	76222092	March 9, 2001	2561622	April 16, 2012
USA	AMERICAN RELOCATION SERVICES	78342230	December 17, 2003	2928430	February 22, 2005
USA	AMERICAN RELOCATION SERVICES	77088034	January 22, 2007	3346998	December 4, 2007
USA	Design Only 	76223318	March 9, 2001	2648500	November 12, 2002
USA	FASTTRAX POWERED BY AFF and Design 	85351898	June 21, 2011	4200865	September 4, 2012
USA	AFF and Design 	86142286	December 12, 2013	4583600	August 12, 2014
USA	AFF	86142301	December 12, 2013	4583601	August 12, 2014
USA	HAWAIIAN OCEAN TRANSPORT	86142279	December 12, 2013	4583598	August 12, 2014

GRANTOR: Caribbean Shipping Services, Inc.

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	CARIBBEAN and Design 	86682534	July 2, 2015		

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