

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jack Cooper Transport Company, Inc.		10/28/2016	Corporation: DELAWARE
Axis Logistic Services, Inc.		10/28/2016	Corporation: DELAWARE
Carpilot, Inc.		10/28/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2696551	E-TYMS	
Registration Number:	2696550	E-TYMS.COM	
Registration Number:	1561418	AS ALLIED SYSTEMS	
Registration Number:	4291066	AXIS	
Serial Number:	87010497	CARPILOT	
Serial Number:	87010489	CARPILOT	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38310-541		
NAME OF SUBMITTER:	Susan Zablocki		

CH \$165.00 2696551

SIGNATURE:	/susan zablocki/
DATE SIGNED:	10/30/2016
Total Attachments: 6 source=Solus_Jack Cooper - Trademark Security Agreement#page1.tif source=Solus_Jack Cooper - Trademark Security Agreement#page2.tif source=Solus_Jack Cooper - Trademark Security Agreement#page3.tif source=Solus_Jack Cooper - Trademark Security Agreement#page4.tif source=Solus_Jack Cooper - Trademark Security Agreement#page5.tif source=Solus_Jack Cooper - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of October 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Wilmington Trust, National Association, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 28, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Jack Cooper Holdings Corp. ("Borrower") and the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement, dated as of October 28, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks including those referred to on Schedule I, exclusive, however, of (i) any Trademarks that are protectable, registered or applied for solely under the laws of jurisdictions outside the United States, and (ii) any Excluded Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent or the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

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. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. Section 1.4 (*Construction*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

8. INTERCREDITOR AGREEMENTS. Agent, on behalf of itself and the Lender Group, hereby agrees that the terms, conditions, and provisions contained in this Trademark Security Agreement are subject to the Intercreditor Agreements and, in the event of a conflict between the terms of the Intercreditor Agreements and this Trademark Security Agreement, the terms of the Intercreditor Agreements shall govern and control.


9. Section 12 (*Choice of Law and Venue; Jury Trial Waiver; Judicial Reference*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

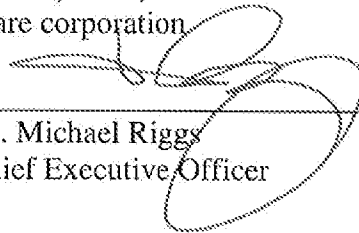
**JACK COOPER TRANSPORT COMPANY,
INC.,** a Delaware corporation

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer

AXIS LOGISTIC SERVICES, INC.,
a Delaware corporation

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer

CARPILOT, INC.,
a Delaware corporation

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**

By: J. Anderson
Name: Jennifer Anderson
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005910 FRAME: 0317**

SCHEDULE I

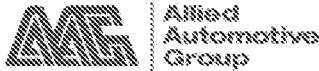
to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Current Owner of Record	Trademark	Serial Number	Registration Number/ Application Number	Filing Date	Registration Date	Country
Jack Cooper Transport Company, Inc.	E-TYMS	76324866	2696551	October 15, 2001	March 11, 2003	USA
Jack Cooper Transport Company, Inc.	E-TYMS.COM	76324864	2696550	October 15, 2001	March 11, 2003	USA
Jack Cooper Transport Company, Inc.	AS ALLIED SYSTEMS	73758566	1561418	October 19, 1988	10/17/1989	USA
AXIS LOGISTIC SERVICES, INC.	AXIS	85502226	4291066	December 22, 2011	2/19/2013	USA
CarPilot, Inc.	CARPILOT	N/A	87010497	April 22, 2016	N/A	USA
CarPilot, Inc.	CARPILOT	N/A	87010489	April 22, 2016	N/A	USA

Unregistered Trademarks:



Allied Automotive Group

Allied Systems

Allied Systems Holdings

Axis Vehicle Services

Schedule I