

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM449848

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Greatwide Logistics Services, LLC		10/27/2017	Limited Liability Company: DELAWARE
Transportation 100, LLC		10/27/2017	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	GWTM, LLC
<b>Street Address:</b>	2150 Cabot Boulevard West
<b>City:</b>	Langhorne
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19047
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3393167	GREATWIDE DALLAS MAVIS
<b>Registration Number:</b>	3393168	GREATWIDE CHEETAH TRANSPORTATION
<b>Registration Number:</b>	3396174	GREATWIDE AMERICAN TRANS FREIGHT
<b>Registration Number:</b>	3410612	GREATWIDE TRUCKLOAD MANAGEMENT
<b>Registration Number:</b>	3890239	GREATWIDE MANAGED TRANSPORTATION SERVICE
<b>Registration Number:</b>	3893541	GREATWIDE MANAGED TRANSPORTATION SERVICE
<b>Registration Number:</b>	3393109	GREATWIDE LOGISTICS SERVICES
<b>Registration Number:</b>	3399737	GREATWIDE DEDICATED TRANSPORT
<b>Registration Number:</b>	3410611	GREATWIDE DISTRIBUTION LOGISTICS
<b>Registration Number:</b>	3428304	GREATWIDE

**CORRESPONDENCE DATA**

**Fax Number:** 6502515002

*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:** (212) 455-2582

**Email:** jmull@stblaw.com

**Correspondent Name:** Lawrence Huang

TRADEMARK

REEL: 006197 FRAME: 0714

**Address Line 1:** 425 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 031124/0036

**NAME OF SUBMITTER:** J. Jason Mull

**SIGNATURE:** /J. Jason Mull/

**DATE SIGNED:** 11/06/2017

**Total Attachments: 5**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "**Assignment**") is made as of October 27, 2017 ("**Effective Date**"), from (i) Greatwide Logistics Services, LLC, a Delaware limited liability company ("**Greatwide Logistics**"), and Transportation 100, LLC, a Delaware limited liability company ("**Transportation 100**" and together with Greatwide Logistics, "the "**Assignors**") to (ii) GWTM, LLC, a Delaware limited liability company ("**Assignee**" and together with Assignors, the "**Parties**" and each individually, a "**Party**").

WHEREAS, pursuant to that Sale Agreement dated September 2, 2017 by and between ENC Holding Corporation, a Delaware corporation ("**Acquirer**"), and Greatwide Logistics (the "**Sale Agreement**", capitalized terms used but not defined herein shall have the meanings ascribed therein), Acquirer has agreed to acquire from Greatwide Logistics all of the equity interests of the Assignee and Logistics Insurance Company, a Cayman Island exempted company ("**LIC**"), held by Greatwide Logistics.

WHEREAS, pursuant to Section 5.4 of the Acquisition Agreement, the Parties have agreed to execute this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Effective on the Effective Date and immediately prior to the Closing, Assignors, on behalf of themselves and their Affiliates, hereby irrevocably assign, transfer, convey and deliver to Assignee, free and clear of all Claims, all of their worldwide right, title and interest in and to:

- (a) any and all trademarks, service marks, trade names, brand names, corporate names, d/b/a names, domain names, logos, trade dress, social and mobile media identifiers and other source indicators or Trademarks owned by Assignors and their Affiliates containing the term "Greatwide", including all goodwill and common-law rights associated with the foregoing, and registrations and applications to register or renew the registration of any of the foregoing, including those items listed on Exhibit A;
- (b) all income, royalties, damages, and payments hereafter due, generated or payable in respect of the foregoing in clause (a); and
- (c) the right to sue at law or in equity and recover for any past, present, and future infringement, dilution, or misappropriation of the foregoing in clauses (a)-(b) (all of the foregoing in clauses (a)-(c), collectively, the "**Assigned Rights**").

In each case, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

The Parties intend and agree that all representations, warranties and indemnities with respect to the foregoing assigned rights and assets are set forth in the Sale Agreement and that no additional representations, warranties and indemnities are provided in this Assignment.

This Assignment and the rights and duties of the Parties hereunder shall be governed by, and construed in accordance with, the law of the State of Delaware.

From and after the Closing, each Party shall cooperate with the others, and execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and take all such other actions as such Party may reasonably be requested to take by the other Parties hereto from time to time, consistent with the terms of this Assignment, in order to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby.

The Parties agree that this Assignment assigns all of the Assigned Rights on the Effective Date, regardless of whether any such items are specifically listed on Exhibit A.

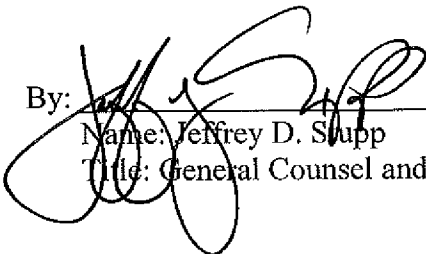
This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[remainder of page intentionally left blank; signature page follows]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Assignment to be executed on their behalf by their respective officers hereunto duly authorized all as of the date first written above.

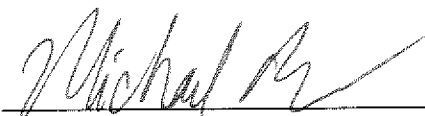
**ASSIGNEE:**

GWTM, LLC

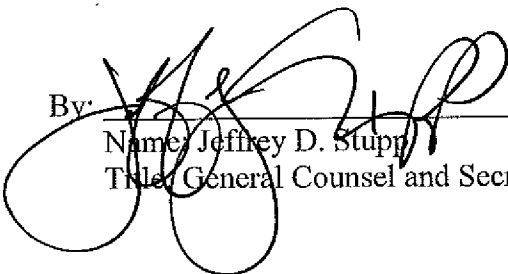
By:   
Name: Jeffrey D. Stupp  
Title: General Counsel and Secretary

**ASSIGNORS:**

Greatwide Logistics Services, LLC

By:   
Name: Michael C. Roberts  
Title: Manager

Transportation 100, LLC

By:   
Name: Jeffrey D. Stupp  
Title: General Counsel and Secretary

**EXHIBIT A**

Greatwide Marks include:

<b>Trademark</b>	<b>Country</b>	<b>Reg. #</b>	<b>Reg. Date</b>	<b>Appl. #</b>
GREATWIDE CHEETAH TRANSPORTATION	Canada	TMA841035	January 23, 2013	N/A
GREATWIDE DALLAS MAVIS	Canada	TMA841036	January 23, 2013	N/A
GREATWIDE AMERICAN TRANS FREIGHT	Mexico	1007771	October 24, 2007	N/A
GREATWIDE DALLAS MAVIS	USA	3,393,167	March 4, 2008	78800390
GREATWIDE CHEETAH TRANSPORTATION	USA	3,393,168	March 4, 2008	78800399
GREATWIDE AMERICAN TRANS FREIGHT	USA	3,396,174	March 11, 2008	78800403
GREATWIDE TRUCKLOAD MANAGEMENT	USA	3,410,612	April 8, 2008	78776501
GREATWIDE MANAGED TRANSPORTATION SERVICES	USA	3,890,239	June 20, 2016	85030822
GREATWIDE MANAGED TRANSPORTATION SERVICES	USA	3,893,541	June 23, 2016	85029766
GREATWIDE LOGISTICS SERVICES	USA	3,393,109	September 11, 2014	78776494
GREATWIDE DEDICATED TRANSPORT	USA	3,399,737	March 30, 2009	78776497
GREATWIDE DISTRIBUTION LOGISTICS	USA	3,410,611	September 11, 2014	78776484
GREATWIDE	USA	3,428,304	March 18, 2014	78730223

<b>Domain Name</b>	<b>Exp. Date</b>
greatwide.com	September 13, 2017
gwtmlm.com	December 21, 2018
Greatwide-tm.com	December 22, 2017
gw-tm.com	—
great-edge.net	—