

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trailer Fleet International LLC		06/02/2014	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Premier Trailer Leasing, Inc.		
Street Address:	5201 Tennyson Parkway		
Internal Address:	Suite 250		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2416175	TF	
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>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP		
Address Line 1:	ATTN HAYLEY SMITH		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	25811-1		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	01/11/2018		
Total Attachments: 7			
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**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Intellectual Property, Domain Names, and IT Systems)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of June 10, 2014 (the "Effective Date"), by and between [redacted] ("Assignor"), a Pennsylvania limited liability company ("Assignor"), Assignee and Assignor are sometimes individually referred to herein as a "Party" and together as the "Parties." Capitalized terms used herein but not otherwise defined will have the meaning ascribed to them in the Asset Purchase Agreement (as defined herein).

WHEREAS, Assignor, Assignee, and certain of Assignor's owners, Theodore J. Orlyck and Neil Loebner, are parties to that certain Asset Purchase Agreement dated May 13, 2014 (the "Asset Purchase Agreement"); and

WHEREAS, Assignor has rights in and to the intellectual property set forth on Exhibit A (the "Intellectual Property"), and the domain names set forth on Exhibit B (the "Domain Names"), and Assignor desires to assign to Assignee all of Assignor's right, title, and interest in, to, and under the Intellectual Property and Domain Names, and Assignee desires to assume all rights and certain obligations of Assignor under the Intellectual Property and Domain Names first arising and relating solely to periods post-Effective Time.

WHEREAS, Assignor desires to assign to Assignee, all of Assignor's right, title, license, and interest in and to IT Systems used in the Business, including those listed on Exhibit C hereto, but excluding any proprietary software developed specifically for Seller and any Excluded Assets, and Assignee desires to assume all rights and certain obligations of Assignor under the IT Systems first arising and relating solely to periods post-Effective Time.

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants contained herein, and on the terms and subject to the conditions herein set forth, the Parties hereto, intending to be legally bound, hereby covenant and agree as follows:

Section 1. General Assignment and Limited Assumption.

(a) Assignment. Assignor hereby sells, transfers, assigns, and conveys all of its right, title, and interest in and to the IT Systems, Domain Names and Intellectual Property, including without limitation the goodwill of the business associated with any of the Intellectual Property, and the right to seek and collect damages for infringement of the Intellectual Property prior to the date of this Agreement, to Assignee and its assigns forever; such sale, transfer, assignment, and conveyance to be effective as of the Effective Time.

(b) Assumption. Assignee hereby accepts such assignment and assumes and agrees to pay, perform, and discharge when due all of Assignor's liabilities, obligations, duties, and responsibilities under the IT Systems, Domain Names and Intellectual Property first arising and relating solely to periods post-Effective Time.

Section 2. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements, and indemnities, are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities in the Asset Purchase Agreement will not be superseded hereby but will remain in

full force and effect to the full extent provided therein. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.

Section 3. Rights under this Agreement. No person other than Assignor and Assignee, together with their respective permitted successors and assigns, will have any rights under this Agreement or the provisions contained herein.

Section 4. Further Actions. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the reasonable request of the other Party hereto, such further instruments of transfer and assignment and to take such other action as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement. Assignor agrees to cooperate reasonably and in good faith with the transition of any Intellectual Property being assigned hereby.

Section 5. Amendments. This Agreement will not be changed or terminated orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein will be effective unless evidenced by a written instrument duly executed by the party to be charged therewith.

Section 6. Assignment. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, successors, legal representatives, and permitted assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Parties; provided, Assignee may assign this Agreement to (a) an affiliated or related entity or party and (b) any provider of financing so long as Assignee remains liable for performance of any of its duties contained herein.

Section 7. Attorneys' Fees. In any dispute regarding the enforcement and/or breach of this Agreement, the prevailing party will be entitled to recover all costs and fees, including reasonably attorneys' fees, incurred by such prevailing party in enforcing, and/or recovering damages for the breach of, the terms of this Agreement.

Section 8. Governing Law; Forum. This Agreement will be construed and enforced in accordance with the laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought against the Parties in the State or Federal courts in the State of Delaware, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objections to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

Section 9. Headings. Paragraph headings herein are for convenience only and will not affect the interpretation of any provision.

Section 10. Counterparts. This Agreement may be executed in one or more counterparts, all of which, when taken together, will constitute one and the same instrument.

Section 11. Contingency on Asset Purchase Agreement; Effectiveness. The effectiveness of this Agreement is expressly contingent upon the closing of the Asset Purchase

Agreement and this Agreement is effective simultaneously with the Asset Purchase Agreement at the Effective Time.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

Trailer Fleet International LLC


By: _____

Theodore J. Orlyck
President

ASSIGNEE:

Premier Trailer Leasing, Inc.

By: _____


James AuBuchon
President and CEO

OWNER:

Theodore J. Orlyck

OWNER:

Neil Loebner

*Signature Page to Assignment and Assumption Agreement
(Intellectual Property, Domain Names, and IT Systems)*

**TRADEMARK
REEL: 006248 FRAME: 0349**

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

ASSIGNEE:

Trailer Fleet International LLC

Premier Trailer Leasing, Inc.

By: 
Theodore J. Oryck
President

By: _____
James AuBuchon
President and CEO

OWNER:


Theodore J. Oryck

OWNER:

Neil Loebner

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

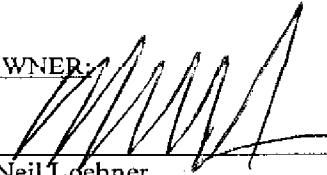
Trailer Fleet International LLC

By: _____
Theodore J. Orlyck
President

OWNER:

Theodore J. Orlyck

OWNER:



Neil Loebner

ASSIGNEE:

Premier Trailer Leasing, Inc.

By: _____
James AuBuchon
President and CEO

Signature Page to Assignment and Assumption Agreement
(Intellectual Property, Domain Names, and IT Systems)

TRADEMARK

REEL: 006248 FRAME: 0351

Exhibit A

Intellectual Property

U.S. Federally Registered Trademarks

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
2,416,175	TF (Stylized)	12/26/2000
3,241,013	TRAILER FLEET	5/15/2007