

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Rights Under Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		01/12/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	CALIFORNIA		
Postal Code:	55402-1544		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2374596	NATIONAL SEMI-TRAILER CORP.	
Registration Number:	1602895	NATIONAL SEMI-TRAILER CORP.	
Registration Number:	2655492	PREMIER SERVICES	
Registration Number:	2416175	TF	
Registration Number:	3241013	TRAILER FLEET	
CORRESPONDENCE DATA			
Fax Number:	2139963303		
<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:	213-683-6303		
Email:	amyarnelle@paulhastings.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		
DATE SIGNED:	01/16/2018		
Total Attachments: 6			
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ASSIGNMENT OF RIGHTS UNDER TRADEMARK SECURITY AGREEMENT

This **ASSIGNMENT OF RIGHTS UNDER TRADEMARK SECURITY AGREEMENT** (this "Agreement") is entered into as of January 12, 2018, by and among the Grantors listed on the signature pages hereof, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as the existing collateral agent for the Secured Parties ("Existing Agent"), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, not in its individual capacity but solely in its prospective capacity as the successor collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Successor Agent").

WHEREAS, Existing Agent is party to that certain Trademark Security Agreement, dated as of August 9, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), with the Grantors (as defined in the Trademark Security Agreement), and such Trademark Security Agreement was recorded at Reel/Frame: 5849/0872 on August 9, 2016;

WHEREAS, pursuant to the Trademark Security Agreement, Existing Agent was granted, for the benefit of the Secured Parties (as defined in the Credit Agreement (as defined in the Trademark Security Agreement)), a continuing security interest in each Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks listed on Schedule A attached hereto;

WHEREAS, pursuant to that certain Amended and Restated Guaranty and Security Agreement, dated of August 9, 2016 (the "Guaranty and Security Agreement"), by, *inter alios*, Successor Agent and Wells Fargo, in its capacity as administrative agent for the Secured Parties (in such capacity, together with any successor appointed pursuant to Section 8.02 of the Credit Agreement, the "ABL Agent") under the Credit Agreement (as defined in the Trademark Security Agreement), Successor Agent replaced the Existing Agent as collateral agent for the Secured Parties; and

WHEREAS, Existing Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

Assignment

(a) Existing Agent hereby irrevocably assigns and delegates to Successor Agent, effective as of the date hereof and without representation or warranty, all of the rights, benefits, authority, powers, and duties of Existing Agent under the Trademark Security Agreement (other than those rights that expressly survive such assignment pursuant to the Credit Agreement or the Guaranty and Security Agreement), including Existing Agent's continuing security interest in each Grantor's right, title and interest in and to the Trademark Collateral.

(b) Effective as of the date hereof, Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Existing Agent under the Trademark Security Agreement as if it were the original agent thereunder, and the rights, benefits, powers and duties of the Existing Agent (other than those rights and benefits that expressly survive assignment pursuant to the Credit Agreement or the Guaranty and Security Agreement) under the Trademark Security Agreement shall be terminated.

(c) Existing Agent further agrees, at the Grantors' sole cost and expense, to (i) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Existing Agent under the Trademark Security Agreement to the Successor Agent; and (ii) execute and deliver to Successor Agent or Grantors such additional documents and shall provide such additional information as Successor Agent or Borrowers may reasonably request to carry out the terms of this Agreement.

(d) Notwithstanding anything to the contrary in this Agreement, the Successor Agent does not hereby agree to assume, and nothing herein shall be construed to transfer or impose on the Successor Agent any obligations, duties, responsibilities or liabilities of the Existing Agent existing or accrued prior to the date hereof.

Miscellaneous

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

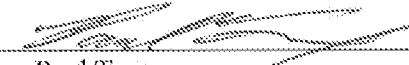
(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

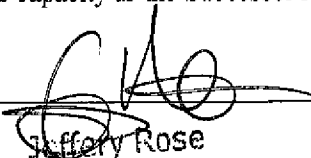
**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association, in its
capacity as the Existing Agent

By: 
Name: Paul Truax
Title: Vice President

[Signature Page to Assignment of Rights Under Trademark Security Agreement]

**TRADEMARK
REEL: 006250 FRAME: 0444**

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, not in its individual capacity but
solely in its capacity as the Successor Agent

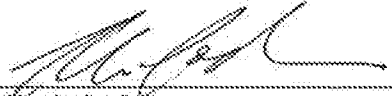
By: _____
Name: 
Title: Jeffrey Rose
Vice President

[Signature Page to Assignment of Rights Under Trademark Security Agreement]

**TRADEMARK
REEL: 006250 FRAME: 0445**

Accepted and agreed to as of the date first
above written:

PREMIER TRAILER LEASING, INC.,
a Delaware corporation, as Grantor

By: 
Name: Kevin Loden
Title: Vice President

[Signature Page to Assignment of Rights under Trademark Security Agreement]

SCHEDULE A

TRADEMARK REGISTRATIONS/APPLICATIONS

- NATIONAL SEMI-TRAILER CORP., Registration Number 2374596, registered August 8, 2000.
- NATIONAL SEMI-TRAILER CORP., Registration Number 1602895, registered June 19, 1990.
- PREMIER SERVICES, Registration Number 2655492, registered December 3, 2002.
- TF (Stylized), Registration Number 2416175, registered December 26, 2000.
- TRAILER FLEET, Registration Number 3241013, registered May 15, 2007.