

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479303

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL - SECOND LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK TRUST COMPANY AMERICAS		06/22/2018	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	GREATWIDE LOGISTICS SERVICES, LLC
Street Address:	5333 Davidson Highway
City:	Concord
State/Country:	NORTH CAROLINA
Postal Code:	28027
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

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

CORRESPONDENCE DATA

Fax Number: 2124552502

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: ksolomon@stblaw.com

Correspondent Name: LAWRENCE HUANG, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

CH \$265.00 3428304

Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 031124/0032

NAME OF SUBMITTER: LAWRENCE HUANG

SIGNATURE: /LM/

DATE SIGNED: 06/25/2018

Total Attachments: 4

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release"), dated as of June 22, 2018 (the "Effective Date"), is made by DEUTSCHE BANK TRUST COMPANY AMERICAS, as the collateral agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), in favor of GREATWIDE LOGISTICS SERVICES, LLC (the "Grantor").

WHEREAS, the Collateral Agent is party to that certain Second Priority Senior Secured Floating Rate Note Indenture, dated as of February 12, 2013 (as amended, supplemented, restated or otherwise modified from time to time, the "Indenture") among Intermediate Transportation 100, LLC, certain other parties and the Collateral Agent;

WHEREAS, pursuant to the Indenture, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of February 12, 2013 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 14, 2013 at Reel/Frame 4962/0871.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Indenture or the Trademark Security Agreement, as applicable.

2. Release. Without recourse, representation or warranty, the Collateral Agent hereby releases, discharges, terminates and cancels all of its continuing security interest in and Lien upon all of the following of the Grantor (the "Trademark Collateral"):

- a. all of its trademarks listed on Schedule 1 hereto, and all registrations and recordings thereof, and all applications for registration or recording in connection therewith (the "Trademarks");
- b. all renewals and extensions of the foregoing;
- c. all goodwill associated with the use of each such Trademark; and
- d. all Proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent hereby, without recourse, representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor. The parties hereto authorize and request the Commissioner for

Trademarks and any other applicable government officer to record this Release against the Trademark Collateral.

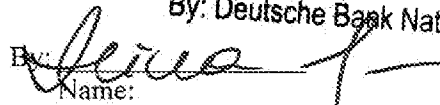
3. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: Deutsche Bank National Trust Company

By: 

Name:

Title:

Irina Golovashchuk
Vice President

[Signature Page to Release of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 006363 FRAME: 0332

SCHEDULE 1

TRADEMARK AND TRADEMARK APPLICATIONS

Trademark	Registration/Application No.	Country
GREATWIDE DEDICATED TRANSPORT	TMA841,037	Canada
GREATWIDE CHEETAH TRANSPORTATION	TMA841,035	Canada
GREATWIDE DALLAS MAVIS	TMA841,036	Canada
GREATWIDE	1,007,088	Mexico
GREATWIDE LOGISTICS SERVICES	977,148	Mexico
GREATWIDE DEDICATED TRANSPORT	1,007,770	Mexico
GREATWIDE TRUCKLOAD MANAGEMENT	1,022,134	Mexico
GREATWIDE TRUCKLOAD BROKERAGE	1,007,772	Mexico
GREATWIDE DISTRIBUTION LOGISTICS	1,043,323	Mexico
GREATWIDE FREIGHT BROKERAGE	1,160,336	Mexico
GREATWIDE AMERICAN TRANS FREIGHT	1,007,771	Mexico
GREATWIDE DALLAS MAVIS	977,149	Mexico
GREATWIDE CHEETAH TRANSPORTATION	1,043,322	Mexico
GREATWIDE FREIGHT BROKERAGE	1,025,340	Mexico
GREATWIDE	3,428,304	USA
GREATWIDE LOGISTICS SERVICES	3,393,109	USA
GREATWIDE DISTRIBUTION LOGISTICS	3,410,611	USA
GREATWIDE CHEETAH TRANSPORTATION	3,393,168	USA
GREATWIDE TRUCKLOAD MANAGEMENT	3,410,612	USA
GREATWIDE DALLAS MAVIS	3,393,167	USA
GREATWIDE AMERICAN TRANS FREIGHT	3,396,174	USA
GREATWIDE DEDICATED TRANSPORT	3,399,737	USA
GREATWIDE MANAGED TRANSPORTATION SERVICES	3,893,541	USA
GREATWIDE MANAGED TRANSPORTATION SERVICES	3,890,239	USA