

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/24/2018	National Banking Association:
RECEIVING PARTY DATA			
Name:	Jerry Moyes		
Street Address:	P.O. Box 1397		
City:	Tolleson		
State/Country:	ARIZONA		
Postal Code:	85353		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4058473	CENTRAL FREIGHT LINES INC.	
CORRESPONDENCE DATA			
Fax Number:	4024354239		
<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:	4024353223		
Email:	ckortum@scudderlaw.com		
Correspondent Name:	Chris Kortum		
Address Line 1:	411 South 13th Street, Second Floor		
Address Line 4:	Lincoln, NEBRASKA 68508		
NAME OF SUBMITTER:	Chris Kortum		
SIGNATURE:	/Chris Kortum/		
DATE SIGNED:	01/29/2019		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARK SECURITY INTEREST

THIS ASSIGNMENT OF TRADEMARK SECURITY INTEREST (this "Assignment") is made and entered into as of December 24, 2018, by **BANK OF AMERICA, N.A.**, as the Existing Agent (in such capacity, "Assignor"), in favor of **JERRY MOYES**, an individual residing in Phoenix, Arizona, as the Successor Agent (in such capacity, "Assignee"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the same meanings as in the Sale and Assignment Agreement (as defined below).

RECITALS

WHEREAS, Assignor is party to that certain Third Amended and Restated Security Agreement dated as of December 23, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Security Agreement"), by and among Central Freight Lines, Inc., a Texas corporation (the "Company"), certain subsidiaries of the Company from time to time party thereto, and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) that certain Amended and Restated Trademark Security Agreement dated as of December 23, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Trademark Security Agreement"), by the Company in favor of Assignor, as filed with the United States Patent and Trademark Office on December 30, 2015 on Reel / Frame 005699 / 0434, the Company has granted to Assignor a continuing security interest in, and lien on, all of its right, title and interest in, to and under its Trademarks (as such term is defined in the Security Agreement) which are more particularly described on Exhibit A attached hereto;

WHEREAS, pursuant to that certain Sale and Assignment Agreement dated as of the date hereof (the "Sale and Assignment Agreement"), among Central Freight Lines, Inc., a Nevada corporation ("Parent"), the Company, certain of its affiliates party thereto, Assignor and Assignee, Assignor has resigned as Agent under (i) that certain Fourth Amended and Restated Credit Agreement dated as of December 23, 2015 (as amended, supplemented, restated or otherwise modified prior to the date hereof, the "Credit Agreement"), among Parent, the Company, Assignor and the lenders from time to time party thereto, and (ii) the other Loan Documents, and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as "Agent" thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademarks, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

2. Acknowledgment of Company. The security interest assigned to Assignee pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and the Trademark Security Agreement, and the Company hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademarks to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademarks are more fully set forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.


4. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic transmission (e.g. “.pdf”) shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

BANK OF AMERICA, N.A.,
as the Existing Agent

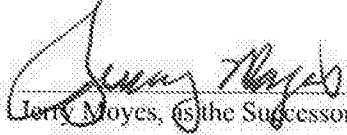
By: 
Name: Mark Porter
Title: Senior Vice President

[Signature Page to Assignment of Trademark Security Interest]

TRADEMARK
REEL: 006544 FRAME: 0224

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:


Jerry Moyes, as the Successor Agent

[Signature Page to Assignment of Trademark Security Interest]

TRADEMARK
REEL: 006544 FRAME: 0225

ACCEPTED AND AGREED

As of the date above first written:

CENTRAL FREIGHT LINES, INC.,

a Texas corporation

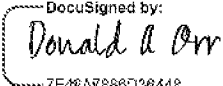
By:  _____
Name: Donald A Orr
Title: CEO

EXHIBIT A

TRADEMARKS


Company	Registration Date	Registration No.	Word Mark
Central Freight Lines, Inc.	November 22, 2011	4058473	 The word mark consists of the word "CENTRAL" in a large, bold, serif font, with "FREIGHT LINES" in a smaller, all-caps, sans-serif font directly beneath it.

Exhibit A