

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		07/31/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Blue Torch Finance, LLC		
Street Address:	C/O Blue Torch Capital LP		
Internal Address:	430 Park Avenue, Suite 1202		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4987683	CELADON	
Registration Number:	2604244	LAND SPAN LOGISTICS	
Registration Number:	1474526	LAND SPAN, INC.	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	009777-0002		
NAME OF SUBMITTER:	Scott Kareff (009777-0002)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	08/01/2019		

CH \$90.00 4987683

Total Attachments: 5

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Assignment"), dated as of July 31, 2019, is by Bank of America, N.A. (the "Assignor"), for the benefit of Blue Torch Finance, LLC, a Delaware limited liability company (the "Assignee").

RECITALS:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 12, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), among Celadon Group, Inc., a Delaware corporation ("Celadon"), American Quality LLC, an Indiana limited liability company ("American Quality"), Celadon Trucking Services, Inc., a New Jersey corporation ("Trucking" and, together with Celadon and American Quality, each a "Grantor" and, together, the "Grantors"), certain of their affiliates, the lenders from time to time party thereto (the "Lenders"), and Assignor, the Lenders agreed to make loans to the Grantors and their affiliates from time to time pursuant to the terms and conditions of the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, (i) Celadon was required to execute and deliver to Assignor, for the benefit of the Lenders, that certain Grant of Security Interest in Trademarks (the "Celadon Trademark Security Agreement"), in favor of Assignor, which was recorded at the United States Patent and Trademark Office on June 5, 2017, at Reel/Frame No. 6076/0900, (ii) American Quality was required to execute and deliver to Assignor, for the benefit of the Lenders, that certain Grant of Security Interest in Trademarks (the "AQ Trademark Security Agreement"), in favor of Assignor, which was recorded at the United States Patent and Trademark Office on June 5, 2017, at Reel/Frame No. 6076/0890, and (iii) Trucking was required to execute and deliver to Assignor, for the benefit of the Lenders, that certain Grant of Security Interest in Trademarks (together with the Celadon Trademark Security Agreement and the AQ Trademark Security Agreement, the "Trademark Security Agreements"), in favor of Assignor, which was recorded at the United States Patent and Trademark Office on June 5, 2017, at Reel/Frame No. 6076/0914; and

WHEREAS, pursuant to the Security Agreement (as defined in the applicable Trademark Security Agreement), each Grantor created a continuing security interest in favor of Assignor, for the benefit of the Secured Parties, in all of such Grantor's right, title and interest in, to and under the Trademarks (as such term is defined in the Security Agreement), all Proceeds (as such term is defined in the Security Agreement) and products of the Trademarks, the goodwill of the businesses with which the Trademarks are associated and all causes of action for infringement of the Trademarks or unfair competition regarding the same, as specified in the Trademark Security Agreement, to secure the payment, performance and observance of the Secured Obligations, including without limitation the Trademarks set forth on Schedule I hereto (such security interest, the "Assigned Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby convey, sell, assign,

transfer and set over unto Assignee all of its right, title and interest in and to the Assigned Interest.

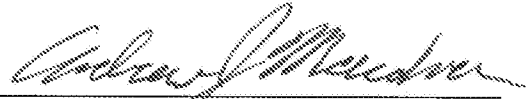
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IN WITNESS WHEREOF, Assignor has executed this Assignment through a duly authorized officer.

ASSIGNOR:

BANK OF AMERICA, N.A.

By:



Name: Andrew J. Maidman

Title: Senior Vice President

[Signature page – Assignment of Interest in Trademarks]

TRADEMARK
REEL: 006710 FRAME: 0385

Acknowledged and Agreed:

BLUE TORCH FINANCE, LLC

By: _____

Name: Kevin Genda

Title: Authorized Signer

**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

SCHEDULE I

TRADEMARKS

Owner	Mark	US Registration Date	US Registration #	Date Filed in US	US Serial Number
Celadon Group, Inc.	CELADON and Design	06/28/2016	4987683	10/14/2015	86787857
Celadon Trucking Services, Inc.	LAND SPAN LOGISTICS and Design	08/06/2002	2604244	04/10/2001	76238568
Celadon Trucking Services, Inc.	LAND SPAN, INC.	01/26/1988	1474526	06/15/1987	73666394