TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boasso America Corporation		11/02/2010	CORPORATION: LOUISIANA

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	10161 Centurion Parkway
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2335172	BOASSO AMERICA
Registration Number:	2340544	BOASSO AMERICA
Registration Number:	2335165	BOASSO AMERICA
Registration Number:	2340545	BOASSO AMERICA
Registration Number:	2382040	GULF STATES INTERMODAL, INC.

OP $140.00 2335172

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-370-4761
Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G St NW Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F130077

NAME OF SUBMITTER:	Courtney J. Mitchell
Signature:	/Courtney J. Mitchell/
Date:	11/03/2010

Total Attachments: 4
source=Quality Carriers - Trademark Security Interest#page2.tif
source=Quality Carriers - Trademark Security Interest#page3.tif
source=Quality Carriers - Trademark Security Interest#page4.tif
source=Quality Carriers - Trademark Security Interest#page5.tif

THIS GRANT IS SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT OF EVEN DATE HEREWITH AMONG CREDIT SUISSE, CAYMAN ISLANDS BRANCH AND GENERAL ELECTRIC CAPITAL CORPORATION, AS INTERCREDITOR AGENTS, AND THE BANK OF NEW YORK TRUST COMPANY N.A., AS TRUSTEE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE SECURITY INTEREST GRANTED TO THE GRANTEE PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE GRANTEE HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Quality Carriers, Inc., an Illinois corporation (the "Grantor") with principal offices at 4041 Park Oaks Blvd., Suite 200, Tampa, Florida 33610, hereby grants to The Bank of New York Mellon Trust Company, N.A., as Collateral Agent, with an office located at 10161 Centurion Parkway, Jacksonville, FL 32256, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 3, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Collateral Agreement"). Upon the occurrence of a termination or release pursuant to Section 9.15 of the Collateral Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day and year first above written.

QUALITY CARRIERS, INC., Grantor

By _____
Name:
Title:

[Signature Page to Quality Carriers IP Security Agreement]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Collateral Agent and Grantee

By _____
Name: CRAIG A. KAYE
Title: VICE PRESIDENT

[Signature Page to Quality Carriers IP Security Agreement]

SCHEDULE A

MARK	REG. NO.	REG. DATE
"QUALITY CARRIERS"	2420609	1/16/2001

NY1:1829199.3