

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318892

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
R & L Carriers, Inc.		08/21/2014	CORPORATION: OHIO
AFC Worldwide Express, Inc.		08/21/2014	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4376577	R+L	
<b>Registration Number:</b>	4419792	R+L BUSINESS CRITICAL	
<b>Registration Number:</b>	4260621	AFC WORLDWIDE EXPRESS	
<b>Registration Number:</b>	4260618	AFC WORLDWIDE EXPRESS	
<b>Registration Number:</b>	4139968	R+L JET EXPRESS	
<b>Registration Number:</b>	4150859	R+L GLOBAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2001 Ross Avenue, Suite 3600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	36084-35360		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		

CH \$165.00 4376577

<b>DATE SIGNED:</b>	10/02/2014
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**Total Attachments: 4**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS ("Confirmatory Grant") is made effective as of August 21, 2014 by and from R & L CARRIERS, INC. ("R&L"), an Ohio corporation and AFC WORLDWIDE EXPRESS, INC., a Georgia corporation (collectively, the "Grantors"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association ("JPMorgan"), as Administrative Agent under and as defined in the Credit Agreement referenced below (together with its successors and assigns in such capacity, the "Secured Party").

WHEREAS, R&L, R+L Paramount Transportation Systems, Inc. (f/k/a Paramount Transportation Systems, Inc.) , an Ohio corporation ("Paramount, and together with R&L, the "Borrowers"), certain Subsidiaries of the Borrowers, JPMorgan, as Administrative Agent, and the Lenders party thereto have entered into that certain Amended and Restated Credit Agreement, dated as of September 12, 2007, as amended to date (as so amended and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrowers, the Subsidiaries of the Borrowers from time to time party thereto and the Secured Party have entered into that certain Pledge and Security Agreement, dated as of the date hereof (as so amended and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantors own the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantors all reasonably requested instruments

in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantors each hereby grant to the Secured Party a security interest in (1) all of each Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Ohio.

IN WITNESS WHEREOF, the Grantors have executed this Confirmatory Grant of Security Interest effective as of the date first written above.

R & L CARRIERS, INC.

By: Michael Shroyer  
Name: Michael Shroyer  
Title: CFO

AFC WORLDWIDE EXPRESS, INC.

By: Michael Shroyer  
Name: Michael Shroyer  
Title: CFO

Signature Page to  
Confirmatory Grant of Security Interest  
in United States Trademarks

TRADEMARK  
REEL: 005373 FRAME: 0934

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS



MARK	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER	STATUS
R+L 	39	85847821	2/12/2013	4376577	7/30/2013	R&L CARRIERS, INC.	REGISTERED
R+L BUSINESS CRITICAL	39	85770212	11/2/2012	4419792	10/15/2013	R&L CARRIERS, INC.	REGISTERED
AFC WORLDWIDE EXPRESS	39 35	85578383	3/23/2012	4260621	12/18/2012	AFC WORLDWIDE EXPRESS, INC.	REGISTERED
AFCE WORLDWIDE EXPRESS <i>and Design</i> 	39 35	85578353	3/23/2012	4260618	12/18/2012	AFC WORLDWIDE EXPRESS, INC.	REGISTERED
R+L JET EXPRESS	39	85218144	1/14/2011	4139968	5/8/2012	R&L CARRIERS, INC.	REGISTERED
R+L GLOBAL	39	85117719	8/27/2010	4150859	5/29/2012	AFC WORLDWIDE EXPRESS, INC.	REGISTERED

Exhibit A