

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Freight Lines, Inc.		12/23/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	901 Main Street, 11th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4058473	CENTRAL FREIGHT LINES INC.	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	214-651-5000		
Email:	jennifer.pierce@haynesboone.com		
Correspondent Name:	Sam Jo, Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	17997.802		
NAME OF SUBMITTER:	Jennifer Pierce		
SIGNATURE:	/jennifer pierce/		
DATE SIGNED:	12/30/2015		
Total Attachments: 4			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”), dated as of December 23, 2015, is made by CENTRAL FREIGHT LINES, INC., a Texas corporation (“*Grantor*”) in favor of BANK OF AMERICA, N.A., in its capacity as Agent (herein so called) for Lenders.

RECITALS

A. Pursuant to that certain Credit Agreement, dated as of January 31, 2005, among Grantor, Central Freight Lines, Inc., as Parent, Agent, and each of the Lenders party thereto (the “*Original Credit Agreement*”), as amended by that certain Amended and Restated Credit Agreement dated as of March 24, 2005, among Grantor, Parent, Agent, and each of the Lenders party thereto, as further amended by that certain Second Amended and Restated Credit Agreement dated as of February 12, 2010, among Grantor, Parent, Agent, and each of the Lenders party thereto, as further amended by that certain Third Amended and Restated Credit Agreement dated as of September 3, 2014, among Grantor, Parent, Agent, and each of the Lenders party thereto, as further amended by that certain Fourth Amended and Restated Credit Agreement dated as of the date hereof, among Grantor, Parent, Agent, and each of the Lenders party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Credit Agreement*”), Lenders have agreed to make the Loans and issue Letters of Credit on behalf of Grantor;

B. In connection with the Original Credit Agreement, Grantor executed and delivered that certain Trademark Security Agreement dated as of January 31, 2005, recorded on February 4, 2005 under Reel 003022, Frame 0375 in the United States Patent and Trademark Office (the “*Existing Trademark Security Agreement*”);

B. That certain Third Amended and Restated Security Agreement, dated as of the date hereof, executed by Grantor in favor of Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”), is integral to the transactions contemplated by the Loan Documents, and its execution and delivery is a condition precedent to Lenders’ obligations to extend credit under the Loan Documents;

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement, which amends and restates the Existing Trademark Security Agreement in its entirety;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in *Annex A* to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (*except* for Permitted Liens) in all right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the “*Trademark Collateral*”):

(a) all of its trademarks, trade styles, trade names, company names, business names, fictitious business names, service marks, certification marks, collective marks,

logos, and other business identifiers, trademark and service mark applications and registrations, trademark applications, trademark registrations, and any licenses related to any of the foregoing to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license, trade style, trade name, company name, business name, fictitious business name, service mark, certification mark, collective mark, logo, or other business identifier, or (ii) injury to the goodwill associated with any of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement is subject to the applicable provisions of *Section 25* of the Security Agreement, including, without limitation, the provisions relating to GOVERNING LAW, CHOICE OF FORUM, AND SERVICE OF PROCESS, all of which are incorporated into this Trademark Security Agreement by reference the same as if set forth in this Trademark Security Agreement verbatim.

**[REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the undersigned Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENTRAL FREIGHT LINES, INC., a Texas
corporation, as Grantor

By: 
Name: Todd Milhner
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

1. "Central Freight Lines Inc."

Serial Number	85114424
Filing Date	August 24, 2010
Registration Number	4058473
Registration Date	November 22, 2011
Owner	Central Freight Lines, Inc., a Texas corporation
Type of Mark	Service Mark