

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.C. Tway Company		09/12/2012	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank N.A.		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3037783	KENTUCKY TRAILER	
Registration Number:	3001871	KY	
CORRESPONDENCE DATA			
Fax Number:	5025876391		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5025873400		
Email:	mstofferahn@stites.com		
Correspondent Name:	Stites & Harbison PLLC		
Address Line 1:	400 West Market Street, Suite 1800		
Address Line 2:	David W. Nagle, Jr.		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	BA309/-BA12		
NAME OF SUBMITTER:	Memorie Stofferahn		
Signature:	/memorie stofferahn/		

OP \$65.00 3037783

TRADEMARK

Date:

09/24/2012

**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 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of September 12, 2012 by and from R. C. TWAY COMPANY, a Kentucky corporation ( "Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., a national banking association ("Grantee").

WHEREAS, Grantor and Grantee have entered into a Loan Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, the Loan Parties have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), 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 under the Security Agreement to Grantee for the benefit of Grantee. The rights and remedies of Grantee 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 Loan 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 Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Loan Parties under the Loan Agreement. Upon the payment in full of all Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such 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 such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) 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 internal laws (without regard to the conflict of laws provisions) of the Commonwealth of Kentucky.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

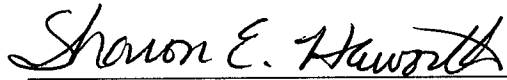
R. C. TWAY COMPANY, a Kentucky corporation

By:   
Larry M. Roy, Executive Vice President /  
Chief Financial Officer

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2012, by Larry M. Roy as Executive Vice President / Chief Financial Officer of R. C. TWAY COMPANY, a Kentucky corporation, on behalf of the corporation.

My Commission expires: 5-15-16



NOTARY PUBLIC

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark: Kentucky Trailer, U.S. Registration No. 3,037,783, Registered January 3, 2006; a Section 8 and 15 combined declaration has been accepted and acknowledged on March 7, 2011.

Mark: KY with Design, U.S. Registration No. 3,001,871, Registered September 27, 2005; a Section 8 and 15 combined declaration has been accepted and acknowledged on June 18, 2011.