

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
QUALITY CARRIERS, INC.		08/19/2011	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	135 S. LASALLE ST.		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2420609	QUALITY CARRIERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)838-5109		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-838-3743		
<b>Email:</b>	JLIK@SHEARMAN.COM		
<b>Correspondent Name:</b>	ZHENG BAO		
<b>Address Line 1:</b>	3000 EL CAMINO REAL, 6TH FLOOR		
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	3232/669		
<b>NAME OF SUBMITTER:</b>	ZHENG BAO		
<b>Signature:</b>	/ZHENG BAO/		
<b>Date:</b>	08/23/2011		

CH \$40.00 2420609

Total Attachments: 4

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
dated as of August 19, 2011

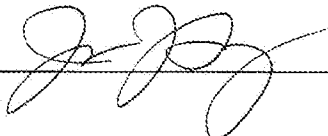
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Quality Carriers, Inc., an Illinois corporation (the "Grantor") with principal offices at 4041 Park Oaks Blvd., Suite 200, Tampa, Florida 33610, hereby grants to Bank of America, N.A., as Collateral Agent, with an office located at 135 S. LaSalle St., Chicago, IL 60603, (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 Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 19, 2011 (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:

BANK OF AMERICA, N.A.  
as Collateral Agent and Grantee

By W.D. Cicco  
Name: William D. Cicco  
Title: Vice President

SCHEDULE A

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

NYDOCS01/1275974

**RECORDED: 08/23/2011**

**TRADEMARK  
REEL: 004610 FRAME: 0152**