

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A.		08/18/2015	BANK: UNITED STATES
RECEIVING PARTY DATA			
Name:	Quality Carriers, Inc.		
Street Address:	4041 Park Oaks Blvd.		
Internal Address:	Suite 200		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33610		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2420609	QUALITY CARRIERS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40087-127		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	08/30/2015		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of August 18, 2015 ("Effective Date") by The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (the "Collateral Agent") and Grantee, in favor of Quality Carriers, Inc., an Illinois corporation ("Grantor").

WHEREAS, Grantor, the Collateral Agent and the other parties thereto entered into that certain Collateral Agreement, dated as of November 3, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Collateral Agreement"), which required the Grantor and the Collateral Agent to enter into the Trademark Security Agreement (defined below);

WHEREAS, Grantor and the Collateral Agent entered into that certain Grant of Security Interest in United States Trademarks (the "Trademark Security Agreement"), to record the security interest in (i) all of 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 business with which the Marks are associated and (iv) all causes of action arising prior to or after the date thereof for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Trademark Collateral"), and such Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 3, 2010 at Reel 4309, Frame 0758;

WHEREAS, Grantor has satisfied the terms of the Collateral Agreement and requests a specific release of the security interest granted and recorded against the Trademark Collateral.

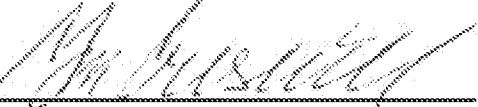
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement and releases and re-assigns to Grantor, without recourse, representation or warranty, any and all liens, security interests, right, title and interest it may have in, to and under the Trademark Collateral, together with the goodwill of the business symbolized thereby.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative effective as of the Effective Date.

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

By: 

Name: GERALDINE CRESWELL

Title: VICE PRESIDENT

[Signature Page to Trademark Release]

SCHEDULE A

Mark	Reg. No.	Reg. Date
"QUALITY CARRIERS"	2420609	1/16/2001