## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		06/20/2013	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Worldwide Express Operations, LLC	
Street Address:	2828 Routh Street, Suite 400	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75201	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	3056928	CLEARVIEW	
Registration Number:	2337684	WORLDWIDE EXPRESS	

#### **CORRESPONDENCE DATA**

3129021061 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-598
NAME OF SUBMITTER:	Oscar Ruiz/
Signature:	/Oscar Ruiz/
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**REEL: 005054 FRAME: 0787** 900258760

Date:	06/24/2013
Total Attachments: 4 source=Trademark Release and Reassignm source=Trademark Release and Reassignm source=Trademark Release and Reassignm source=Trademark Release and Reassignm	nent#page2.tif nent#page3.tif

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 20, 2013, by GENERAL ELECTRIC CAPITAL CORPORATION, as Agent ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, WORLDWIDE EXPRESS OPERATIONS, LLC, a Delaware limited liability company, ("<u>Grantor</u>") and Agent were parties to a Trademark Security Agreement dated as of August 2, 2007 (the "<u>Security Agreement</u>"), pursuant to which Grantor granted a security interest to Agent in certain trademarks ("<u>Trademarks</u>") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on <u>Schedule 1</u> hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 7, 2007, at Reel 3596, Frame 0127; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Rights and reassign any and all rights in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
- (i) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in <u>Schedule I</u> annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (ii) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule I and the Trademarks licensed under any Trademark license, or

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- (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.
- 2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.
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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:

Name: Amy Krebs

Title: Duly Authorized Signatory

Trademark Release and Reassignment

# **SCHEDULE I**

# Registered Trademarks and Trademark Applications

Trademark	Application No.	Application Date	Registration No.	Registration Date
CLEARVIEW	76/614,154	09/29/2004	3,056,928	02/07/2006
WORLDWIDE	75/561,669	09/29/1998	2,337,684	04/04/2000
EXPRESS	•			

Trademark Release and Reassignment

TRADEMARK REEL: 005054 FRAME: 0792

**RECORDED: 06/24/2013**