# OP \$40.00 1688145

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM349889

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as Administrative Agent		07/31/2015	national banking association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Transport Service Co.	
Street Address:	4366 Mt. Pleasant Street	
City:	North Canton	
State/Country:	OHIO	
Postal Code:	44720	
Entity Type:	CORPORATION: ILLINOIS	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1688145	

### **CORRESPONDENCE DATA**

**Fax Number:** 9192868199

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.

**Phone:** 919 286-8000

**Email:** PTO TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	020445-22
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	07/31/2015

#### **Total Attachments: 3**

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> TRADEMARK REEL: 005589 FRAME: 0174

#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 31, 2015 ("<u>Release</u>"), is made by KeyBank National Association, as administrative agent (in such capacity, "<u>Administrative Agent</u>") in favor of Transport Service Co., an Illinois corporation ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Security Agreement, dated as of June 11, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and Administrative Agent, each Grantor granted to Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a security interest in any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing:

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Memorandum of Security Interest in Trademarks, dated as of June 11, 2010 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on June 14, 2010 at Reel 004223 Frame 0982.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2.** <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
  - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3.** Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

KeyBank	National	Association,	as Admii	istrative Agent
	120000000000000000000000000000000000000			

By
Name: Ari Deutchman
Title: Vice President

TRANSPORT SERVICE CO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

# Schedule A

# Transport Service Co. (Illinois Corporation)

# U.S. Trademark

# Registered Mark

Mark	Reo No.	Reg. Date
Design only	1688145	05/19/92

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**RECORDED: 07/31/2015**