

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM370257

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citibank, N.A., as Collateral Agent		01/22/2016	ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INTRANSIT, INC.		
<b>Street Address:</b>	P.O. BOX 1685		
<b>City:</b>	MEDFORD		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97501		
<b>Entity Type:</b>	CORPORATION: OREGON		
<b>Name:</b>	CONCENTREK, INC.		
<b>Street Address:</b>	4460 44th STREET		
<b>Internal Address:</b>	SUITE G		
<b>City:</b>	GRAND RAPIDS		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49512		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>Name:</b>	MARKET INDUSTRIES, LTD		
<b>Street Address:</b>	110 N. MARINE DRIVE		
<b>City:</b>	PORTLAND		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97217		
<b>Entity Type:</b>	CORPORATION: OREGON		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2852664	INTRANSIT	
<b>Registration Number:</b>	2665522	CONCENTREK	
<b>Registration Number:</b>	2665521	CONCENTREK	
<b>Registration Number:</b>	3769353	MARKET TRANSPORT SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**Fax Number:** 8668265420

***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:** 301-638-0511

**Email:** ipresearchplus@comcast.net

**Correspondent Name:** IP Research Plus, Inc.

**Address Line 1:** 21 Tadcaster Circle

**Address Line 2:** attn: Penelope J.A. Agodoa

**Address Line 4:** Waldorf, MARYLAND 20602

<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-40850
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<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
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<b>SIGNATURE:</b>	/pja/
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<b>DATE SIGNED:</b>	01/25/2016
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**Total Attachments: 4**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of the 22nd day of January, 2016 (this “Release”), is made by CITIBANK, N.A., a national banking association located at 390 Greenwich Street, New York, New York 10013 , as collateral agent (“Collateral Agent”), in favor of INTRANSIT, INC., an Oregon corporation located at P.O. Box 1685, Medford, Oregon 97501; CONCENTREK, INC., an Arizona corporation located at 4460 44th Street, Suite G, Grand Rapids, Michigan 49512; and MARKET INDUSTRIES, LTD., an Oregon corporation located at 110 N. Marine Drive, Portland, Oregon 97217 (collectively, jointly and severally, “Grantors” and each individually “Grantor”). Capitalized terms used in this Release but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement or the Trademark Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to a Credit Agreement, dated as of March 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among UTi, United States, Inc., UTi Intergrated Logistics, LLC, UTi Inventory Management Solutions Inc., Market Transport, Ltd., Sammons Transportation, Inc., Concentrek Inc., InTransit, Inc., UTi Canada Inc., each as Borrowers, UTi Worldwide Inc. (“Parent”) as a Guarantor, the other Guarantors, the Lenders and Issuers party thereto and Citibank, as administrative agent and as collateral agent, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, certain subsidiaries of Parent are, and certain new subsidiaries of Parent are from time to time, party to a Pledge and Security Agreement, dated March 27, 2014 in favor of the Collateral Agent (the “Security Agreement”), pursuant to which the Grantors executed and delivered a Trademark Security Agreement of even date (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of each Grantors’ right, title and interest in, to and under the Trademark Collateral of such Grantor, including, without limitation, the trademarks set forth on Schedule A hereto (collectively, the “Released Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 6, 2014, at Reel/Frame 5284/0597; and

WHEREAS, pursuant to the terms and conditions set forth in the Security Agreement and the Trademark Security Agreement and relying upon the representations, warranties and certifications made by Grantors, the Collateral Agent has agreed to release and terminate its lien on and security interest in the Released Collateral;

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

1. Release of Lien. The Collateral Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all liens and security interests that it has in and to the Released Collateral.

2. Authorization to Record. The Collateral Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

3. Further Assurances. The Collateral Agent shall take, at the Grantors' expense, all further actions and provide to the Grantors, its successors, assigns or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.


4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by its Authorized Officer as of the date first above written.


CITIBANK, N.A., as Collateral Agent

By: \_\_\_\_\_

  
Name: Matthew Paquin  
Title: Vice President and Director

[Signature Page to Release of Security Interest in Trademarks]

**SCHEDULE A**

<b><u>TRADEMARK</u></b>	<b><u>REG./ (APP.) NO.</u></b>	<b><u>REG./ (APP.) DATE</u></b>	<b><u>OWNER</u></b>
INTRANSIT	2,852,664	June 15, 2004	InTransit, Inc.
			
CONCENTREK	2,665,522	March 6, 2001	Concentrek, Inc.
CONCENTREK	2,665,521	March 6, 2001	Concentrek, Inc.
MARKET TRANSPORT SERVICES	3,769,353	December 13, 2005	Market Industries, Ltd.