

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM386856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPG Specialty Lending, Inc.		05/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kewill Limited		
Street Address:	Bramley House, The Guildway, Old Portsmouth Road		
Internal Address:	Artington, Guildford		
City:	Surrey		
State/Country:	GREAT BRITAIN		
Postal Code:	GU3 1LR		
Entity Type:	Company: GREAT BRITAIN		
Name:	Kewill Inc.		
Street Address:	1 Executive Drive		
City:	Chelmsford		
State/Country:	MASSACHUSETTS		
Postal Code:	01824		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4407877	KEWILL NETSHIP	
Registration Number:	1780072	CLIPPERSHIP	
Registration Number:	1738794	TRACER	
Registration Number:	3688127	KEWILL	
Registration Number:	3168102	KEWILL	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue		
TRADEMARK			

CH \$140.00 4407877

Address Line 2:	28th Floor
Address Line 4:	New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	90381.00003
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NAME OF SUBMITTER:	Christine Dionne
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SIGNATURE:	/Christine Dionne/
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DATE SIGNED:	06/07/2016
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Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of May 31, 2016 (“Effective Date”), by **TPG SPECIALTY LENDING, INC.**, a Delaware corporation (“TSL”), in its capacity as Administrative Agent for the Lenders, as such terms are defined in the below defined Credit Agreement (together with its successors in such capacity, “Grantee”), in favor of **KEWILL LIMITED**, a company organized under the laws of England and Wales (“Kewill”), and **KEWILL INC.**, a Delaware corporation (each a “Grantor” and collectively, the “Grantors”).

WHEREAS, reference is made to: (a) that certain Second Lien Credit Agreement, dated as of October 2, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Grantee, **KEWILL GROUP HOLDINGS LIMITED**, a company organized under the laws of England and Wales with registered number 08035563 (“Parent”), **KEWILL HOLDINGS LIMITED**, a company organized under the laws of England and Wales with registered number 08036181 (the “Initial Borrower”), each Additional Borrower from time to time party to that Credit Agreement and the several banks and other financial institutions or entities from time to time parties to that Credit Agreement; and (b) that certain Guarantee and Collateral Agreement, dated as of October 2, 2013 (as amended, restated, supplemented and otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among the Grantors, certain of the Grantors’ affiliates, and the Administrative Agent;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of October 2, 2013, by and among Grantors and Grantee, which was recorded with the United States Patent and Trademark Office on October 2, 2013 at Reel 005123, Frame 0537, as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), the Grantors granted to Grantee a security interest in all of the Grantors’ right, title and interest in and to the Trademarks (as such term is defined in the Guarantee and Collateral Agreement); and

WHEREAS, Grantee now desires to release its security interest in the Trademarks, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

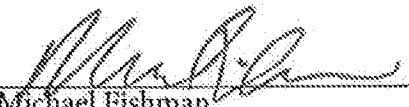
1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges its security interest in the Trademarks granted pursuant to the Trademark Security Agreement, and reassigns to Grantors all right, title, and interest of Grantee in the Trademarks pursuant to the Trademark Security Agreement.

2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors’ expense, as may be reasonably necessary to effect the release of the security interest in the Trademarks contemplated hereby.

[Signature page follows]

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

TPG SPECIALTY LENDING, INC.,
a Delaware corporation, as Grantee

By: 
Name: Michael Fishman
Title: Co-Chief Executive Officer


[SIGNATURE PAGE TO TRADEMARK TERMINATION AND RELEASE]

TRADEMARK
REEL: 005808 FRAME: 0414

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST THE TRADEMARKS

Trademark Registrations/Applications

Registered Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Kewill Inc.	KEWILL NETSHIP	85583165	29-Mar-2012	4407877	24-Sep-2013
Kewill Inc.	CLIPPERSHIP CLIPPERSHIP	74205543	23-Sep-1991	1780072	06-Jul-1993
Kewill Inc.	TRACER 	74205542	23-Sep-1991	1738794	08-Dec-1992
Kewill Limited	KEWILL	77469002	08-Mary-2008	3688127	29-Sep-2009
Kewill Limited	KEWILL 	7875115	10-Nov-2005	3168102	01-Nov-2006

Applications of Registration of Trademarks

None.