

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386860

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		05/31/2016	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Kewill Limited
<b>Street Address:</b>	Bramley House, The Guildway, Old Portsmouth Road
<b>Internal Address:</b>	Artington, Guildford
<b>City:</b>	Surrey
<b>State/Country:</b>	GREAT BRITAIN
<b>Postal Code:</b>	GU3 1LR
<b>Entity Type:</b>	Company: GREAT BRITAIN
<b>Name:</b>	Kewill Inc.
<b>Street Address:</b>	1 Executive Drive
<b>City:</b>	Chelmsford
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01824
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	4407877	KEWILL NETSHIP
<b>Registration Number:</b>	1780072	CLIPPERSHIP
<b>Registration Number:</b>	1738794	TRACER
<b>Registration Number:</b>	3688127	KEWILL
<b>Registration Number:</b>	3168102	KEWILL

## CORRESPONDENCE DATA

Fax Number: 2123037064

*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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

TRADEMARK

**Address Line 1:** 200 Park Avenue  
**Address Line 2:** 28th Floor  
**Address Line 4:** New York, NEW YORK 10166

**ATTORNEY DOCKET NUMBER:** 90381.00003

**NAME OF SUBMITTER:** Christine Dionne

**SIGNATURE:** /Christine Dionne/

**DATE SIGNED:** 06/07/2016

**Total Attachments: 4**

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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 **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“WFB”), in its capacity as the Issuing Lender, the administrative agent for the Lenders, and as Co-Lead Arranger, 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 Limited”), and **KEWILL INC.**, a Delaware corporation (“Kewill Inc.”; each a “Grantor” and collectively, the “Grantors”).

**WHEREAS**, reference is made to: (a) that certain Amended and Restated 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 (“Holdings”), Kewill Limited (together with Holdings, each an “Initial Borrower” and collectively, the “Initial Borrowers”), each Additional Borrower from time to time party to that Credit Agreement (each Additional Borrower and Initial Borrower are each referred to herein individually as a “Borrower” and are referred to herein collectively as the “Borrowers”), 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 July 5, 2012 (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 Kewill Inc. Trademark Security Agreement, dated as of July 5, 2012, by and among Kewill Inc. and Silicon Valley Bank, which was recorded with the United States Patent and Trademark Office on July 16, 2012 at Reel 004821, Frame 0972, as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Kewill Inc. Trademark Security Agreement”), Kewill Inc. granted to Silicon Valley Bank a security interest in all of Kewill Inc.’s right, title and interest in and to the Trademarks (as such term is defined in the Guarantee and Collateral Agreement);

**WHEREAS**, pursuant to the terms and conditions of that certain Kewill Limited Trademark Security Agreement, dated as of July 5, 2012, by and among Kewill Limited and Silicon Valley Bank, which was recorded with the United States Patent and Trademark Office on July 16, 2012 at Reel 004822, Frame 0007, as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Kewill Limited Trademark Security Agreement”), Kewill Limited granted to Silicon Valley Bank a security interest in all of Kewill Limited’s right, title and interest in and to the Trademarks (as such term is defined in the Guarantee and Collateral Agreement);

**WHEREAS**, pursuant to the terms and conditions of that certain Composite Debenture, dated as of July 5, 2012, by and among Kewill Limited and Silicon Valley Bank, which was recorded with the United States Patent and Trademark Office on January 9, 2013 at Reel 004939, Frame 0094, as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Composite Debenture”), Kewill Limited granted to Silicon Valley Bank a security interest in all of the Kewill Limited’s right, title and interest in and to the Trademarks (as such term is defined in the Guarantee and Collateral Agreement);

**WHEREAS**, pursuant to the terms and conditions of that certain Resignation and Appointment Agreement, dated as of October 2, 2013, by and among Silicon Valley Bank and Grantee, as

amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Resignation and Appointment Agreement”), Silicon Valley Bank granted to Grantee all of Silicon Valley Bank’s right, title and interest in and to the Trademarks (as such term is defined in the Guarantee and Collateral Agreement) pursuant to the Kewill Limited Trademark Security Agreement, the Composite Debenture and the Kewill Inc. Trademark Security 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 Kewill Limited Trademark Security Agreement, the Composite Debenture and the Kewill Inc. Trademark Security Agreement, and reassigns to Grantors all right, title, and interest of Grantee in the Trademarks pursuant to the Kewill Limited Trademark Security Agreement, the Composite Debenture and the Kewill Inc. 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.

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,**  
as Grantee

By:   
Name: Matthew Macley  
Title: Authorized Signatory


[SIGNATURE PAGE TO TRADEMARK TERMINATION AND RELEASE]

**TRADEMARK  
REEL: 005809 FRAME: 0051**

**SCHEDULE 1**  
to  
**TERMINATION AND RELEASE OF SECURITY INTEREST IN 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  <b><u>TRACER</u></b>	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.