

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		06/16/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Direct ChassisLink, Inc.		
Street Address:	9300 Arrowpoint Boulevard		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3909989	DIRECT CHASSISLINK	
Registration Number:	3909990	CHASSIS LINK	
Registration Number:	3998992	CHASSISLINK	
Registration Number:	3999028	DCLI	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049646-0335		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	06/16/2016		

OP \$115.00 3909989

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (this “**Release**”), dated as of June 16, 2016, is made by Wilmington Trust, National Association, a national banking association, as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below) in favor of Direct ChassisLink, Inc., a Delaware corporation (the “**Grantor**”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Security Agreement (as defined below), or if not defined therein, as defined in the Credit Agreement (as defined below).

WHEREAS, the Grantor entered into that certain Second Lien Credit Agreement, dated as of November 12, 2013 (as amended, waived and otherwise modified by First Amendment to Second Lien Credit Agreement, dated as of November 20, 2013, and deemed effective as of November 12, 2013 and by Waiver, Supplement and Second Amendment to Second Lien Credit Agreement, dated as of August 20, 2014, the “**Credit Agreement**”), by and among the Grantor, as Borrower, the other Credit Parties, the Lenders (each as defined therein) from time to time party thereto, MCS Capital Markets LLC, as syndication agent and as sole lead arranger and sole bookrunner, and Agent;

WHEREAS, to guarantee the Obligations of the Borrower, the Grantor executed and delivered that certain Second Lien Guaranty and Security Agreement, dated as of November 12, 2013 in favor of Agent (as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”) made by the Grantor and each other grantor from time to time party thereto in favor of the Agent;

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under certain intellectual property of the Grantor and executed and delivered that certain Trademark Security Agreement, dated as of November 12, 2013 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “**Trademark Security Agreement**”), by the Grantor in favor of the Agent;

WHEREAS, under the terms of the Trademark Security Agreement, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, the Grantor mortgaged, pledged and hypothecated to Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 15, 2013 at Reel 5155 and Frame 0266; and

WHEREAS, in accordance with the provisions of the Credit Agreement and the Trademark Security Agreement, the indebtedness under the Credit Agreement has been paid in

full, and the Grantor now desires the Agent to terminate and release its security interest in and to the Trademark Collateral.

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

SECTION 1. Release of Grant of Security. The Agent, for itself and on behalf of the Secured Parties, hereby (a) terminates the Trademark Security Agreement and (b) terminates, cancels, relinquishes, discharges and releases to the Grantor its Lien on and security interest in and to, and reassigns to the Grantor, without representation or warranty of any kind, any and all right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademark Collateral listed on Schedule A, granted to it pursuant to the Security Agreement and the Trademark Security Agreement, and all goodwill of the business connected with the use of, and symbolized by, each trademark and trademark application set forth on Schedule A.

SECTION 2. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. Further Acts. The Agent hereby agrees to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect the termination, cancellation, release, relinquishment and discharge of its continuing security interest in and to all of the intellectual property contemplated hereby.

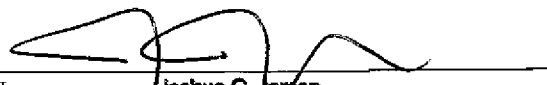
SECTION 4. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**WILMINGTON TRUST,
NATIONAL ASSOCIATION,**
as Agent

By: 
Name: **Joshua G. James**
Title: **Vice President**

SCHEDULE A

Trademark Registrations

DIRECT CHASSISLINK (Reg. No. 3,909,989, January 25, 2011)

CHASSIS LINK & Design (Reg. No. 3,909,990, January 25, 2011)

CHASSISLINK (Reg. No. 3,998,992, July 19, 2011)

DCLI (Reg. No. 3,999,028, July 19, 2011)