ETAS ID: TM409163

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Lender		12/12/2016	National Banking Association:

#### **RECEIVING PARTY DATA**

Name:	TTS, LLC		
Street Address:	11000 Frisco Street		
Internal Address:	Suite 100		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75033		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Progressive Transportation, LLC		
Street Address:	11000 Frisco Street		
Internal Address:	Suite 100		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75033		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	TTS Worldwide, LLC		
Street Address:	11000 Frisco Street		
Internal Address:	Suite 100		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75033		
Entity Type:	Limited Liability Company: DELAWARE		

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

Property Type	Number	Word Mark
Registration Number: 4007993		TTS

### **CORRESPONDENCE DATA**

**Fax Number:** 3125585700

TRADEMARK

900387201 REEL: 005938 FRAME: 0262

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: (312) 558-6352 Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Winston & Strawn LLP

Address Line 1: 35 West Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

NAME OF SUBMITTER:Michelle FoySIGNATURE:/Michelle Foy/DATE SIGNED:12/15/2016

**Total Attachments: 3** 

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> TRADEMARK REEL: 005938 FRAME: 0263

# RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, reference is made to that certain Trademark Security Agreement dated as of April 21, 2011 (the "<u>Trademark Security Agreement</u>"), by and between TTS, LLC, a Delaware limited liability company ("<u>Parent</u>"), certain of its subsidiaries (together with Parent, collectively, the "<u>Borrowers</u>" and individually, jointly and severally, each a "<u>Borrower</u>"), and Bank of America, N.A., as lender (together with its successors and assigns in such capacity, the "<u>Lender</u>");

WHEREAS, in connection with the Trademark Security Agreement, each Borrower granted Lender, a continuing security interest in all of such Borrower's right, title, interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, including, without limitation, the marks listed in the attached <u>Schedule I</u> hereto (collectively, the "<u>Trademark Collateral</u>");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 17, 2011 at Reel/Frame: 004542/0888.

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, the Lender, hereby terminates, releases and discharges, without representation, recourse or warranty whatsoever, its security interest and all of its right, title, and interest in and to the Trademark Collateral, including those marks set forth herein on Schedule I and reassigns any and all such right, title and interest (if any) that the Lender may have in, to and under the Trademark Collateral to the Borrowers. The Lender authorizes and requests the Director of Patents and Trademarks of the United States of America to record this Release of Security Interest in Trademarks and agrees to execute and deliver such further instruments and take or cause to be taken such other or further action, at Borrower's sole cost and expense, as Borrower may reasonably request in order to perfect, confirm or evidence such release.

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Release of Security Interest in Trademarks #48802070 v2

### **SCHEDULE I**

# UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS AND REGISTRATIONS

TRADEMARK	COUNTRY	STATUS	SERIAL NO./FILING DATE	REGISTRATION NO. / ISSUE DATE
TTS	USA	Registered	77879037 / 11/23/2009	4007993 / 8/9/11

TRADEMARK REEL: 005938 FRAME: 0265 IN WITNESS WHEREOF, the Lender, by its duly authorized officer, has executed this Release of Security Interest in Trademarks on this  $12^{th}$  day of December, 2016.

BANK OF AMERICA, N.A.

By: Attraction Shame: Attraction Shame: Nite Youngh

Release of Security Interest in Trademarks #48802070

**RECORDED: 12/15/2016** 

**TRADEMARK** REEL: 005938 FRAME: 0266