

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420866

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NB Private Debt Fund LP		03/10/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Miner, Ltd
Street Address:	11827 Tech Com
Internal Address:	STE 115
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78233
Entity Type:	Limited Partnership: TEXAS
Name:	Material Handling Services, LLC
Street Address:	3235 Levis Commons Blvd
Internal Address:	Suite 3235
City:	Perrysburg
State/Country:	OHIO
Postal Code:	43551
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3245953	
Registration Number:	2424898	MINER

CORRESPONDENCE DATA

Fax Number:

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.

Email: vmann@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Virginia F. Mann

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

CH \$65.00 3245953

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 20352-026

NAME OF SUBMITTER: Virginia F. Mann

SIGNATURE: /Virginia F. Mann/

DATE SIGNED: 03/23/2017

Total Attachments: 4

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EXECUTION VERSION

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of March 10, 2017 is made by NB Private Debt Fund LP, in its capacity as agent (referred to herein as the “Agent”), in favor of Material Handling Services, LLC, a Delaware limited liability company, and Miner, Ltd, a Texas limited partnership (the “Companies”), pursuant to that certain Guarantee and Collateral Agreement, dated as of December 14, 2015 (as amended or modified from time to time, the “Collateral Agreement”), among the Companies, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Companies executed and delivered the Trademark Security Agreement, dated as of December 14, 2015, in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Companies pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in certain intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business connected with the use thereof or symbolized thereby (the “Released Trademarks”);

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on December 15, 2015, at Reel/Frame No. 5688/0739; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Companies, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Collateral Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Companies’ right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Companies or the Companies' authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Companies any and all further documents and instruments, and do any and all further acts which the Companies (or its agents or designees) reasonably request (at the Companies' sole cost and expense) in order to confirm this Release and the Companies' right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, without regard to conflicts of laws principles.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

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 set forth above.

NB PRIVATE DEBT FUND LP,
as Agent

A handwritten signature in black ink, appearing to be 'TL', written over a horizontal line.


By: _____
Name: Teale Long
Title: Duly Authorized Signatory

[Signature Page – Notice of Release of Security Interest in Trademark Rights in Favor of
Material Handling Services, LLC and Miner, Ltd]

TRADEMARK
REEL: 006017 FRAME: 0067

SCHEDULE A

U.S. Trademark Applications and Registrations

Owner	Mark Name	Serial No.	Filing Date	Registration No.	Registration Date
The Miner Corporation (n/k/a Miner Ltd)		76/663,874	July 31, 2006	3,245,953	May 29, 2007
Material Handling Services, LLC	MINER	75/824,030	October 15, 1999	2,424,898	January 30, 2001