# CH \$40.00 85376

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM426284

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		05/02/2017	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Group Transportation Services, Inc.	
Street Address:	4900 S. Pennsylvania Ave.	
City:	Cudahy	
State/Country:	WISCONSIN	
Postal Code:	53110	
Entity Type:	Corporation: DELAWARE	

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

Property Type	Number	Word Mark	
Serial Number:	85376041	WE SHIP AND SAVE	

### **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: SHENY@GTLAW.COM

Correspondent Name: GREENBERG TRAURIG, LLP

Address Line 1: 77 WEST WACKER DRIVE, SUITE 3100
Address Line 2: INTELLECTUAL PROPERTY DEPARTMENT

Address Line 4: CHICAGO, ILLINOIS 60601

NAME OF SUBMITTER:	John E. Cummerford
SIGNATURE:	/John E. Cummerford/
DATE SIGNED:	05/04/2017

### **Total Attachments: 3**

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TRADEMARK REEL: 006049 FRAME: 0959

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# RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made effective as of May 2, 2017, by U.S. Bank National Association, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below) in favor of Group Transportation Services, Inc., a Delaware corporation (the "Company"), as successor in interest to CTL Brokerage, LLC.

WHEREAS, the Company, the lenders party thereto (the "<u>Lenders</u>"), and the Secured Party, as one of the Lenders and administrative agent for the Lenders (in such capacity, the "<u>Agent</u>"), are all parties to a Sixth Amended and Restated Credit Agreement dated as of September 24, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>") pursuant to which the Lenders agreed to extend to the Company certain credit accommodations;

WHEREAS, the Company has granted security interests to the Secured Party under the Sixth Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of September 24, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Company executed and delivered a Collateral Assignment (Trademarks) dated as of February 24, 2012 (the "Confirmatory Grant") granting the Secured Party, among other collateral as set forth therein, a security interest in and lien on the trademarks identified on Exhibit A hereto (the "Trademark Collateral");

WHEREAS, the Confirmatory Grant was recorded with the United States Patent and Trademark Office against the Trademark Collateral on February 28, 2012 at Reel number 4725 and Frame number 0505; and

WHEREAS, the Company has satisfied all of the Obligations under the Credit Agreement and the Security Agreement and has requested that the Secured Party terminate and release its security interests in and liens on the Trademark Collateral.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) <u>Definitions</u>. All capitalized terms not defined in this Release shall have the respective meaning given to them in the Credit Agreement, the Security Agreement, or the Confirmatory Grant, as the case may be.
- 2) <u>Termination and Release of Security Interest</u>. The Secured Party hereby terminates, releases, and discharges its security interest in and liens on the Trademark Collateral, including, without limitation, the trademarks listed on <u>Exhibit A</u> hereto, and the Secured Party hereby assigns and transfers to the Company, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such trademarks, effective as of the date set forth above.

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TRADEMARK
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IN WITNESS WHEREOF, the Secured Party has executed this Release effective as of the date written above.

U.S. BANK NATIONAL ASSOCIATION, as Secured Party

Name: James P. Ceci

Title: Vice President

# Exhibit A

# Schedule of Trademarks

Mark	Registration/ Serial No.	Reg. Date
WE SHIP AND SAVE	85/376,041	07/20/2011

 $Exhibit\,A$ 

**RECORDED: 05/04/2017** 

TRADEMARK REEL: 006049 FRAME: 0962