

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439936

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900417616		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spell Capital Mezzanine Partners SBIC, LP		08/11/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Aerostar Global Logistics, LLC		
Street Address:	901 Oak Creek Drive		
City:	Lombard		
State/Country:	ILLINOIS		
Postal Code:	60108		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85867635	OUR REPUTATION RIDES WITH YOUR CARGO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8064384777		
Email:	sarah.frazier@tklaw.com		
Correspondent Name:	Sarah Frazier		
Address Line 1:	811 Main		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Sarah Frazier		
SIGNATURE:	/Sarah Frazier/		
DATE SIGNED:	08/21/2017		
Total Attachments: 4			
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of August 11, 2017, by and between Spell Capital Mezzanine Partners SBIC, LP, a Delaware limited partnership (“Secured Party”), and Aerostar Global Logistics, LLC, a Delaware limited liability company (“Grantor”).

W I T N E S S E T H:

WHEREAS, Grantor and Secured Party were parties to that certain Trademark Security Agreement, dated as of July 14, 2016 (the “Agreement”), pursuant to which Grantor granted a security interest to Secured Party in certain trademarks (the “Trademarks”) and Trademark Collateral (as defined below) to secure payment of all amounts owing by Grantor and certain other persons under that certain Note Purchase Agreement entered into by Grantor, Aerostar Logistics Group, LLC, AeroStar Global Holdings, LLC, AEROSTAR OUTDOORS, INC., certain other affiliates of Grantor and Secured Party, dated July 14, 2016, as amended, modified, extended or restated from time to time; and

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on **AUGUST 15, 2016**, at Reel **005858**, Frame **0438-0444**; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party, without representation, warranty or recourse, hereby terminates, cancels, re-pledges, reassigns and releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof;

(ii) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

2. Secured Party shall, at Grantor’s sole cost and expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery

of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Trademark Release.

3. This Trademark Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release to be executed as of the day and year first above written.

SECURED PARTY:

SPELL CAPITAL MEZZANINE
PARTNERS SBIC, LP

BY: SCMP MANAGEMENT I, LLC
ITS: GENERAL PARTNER

By: 

Name Mark R. McDonald

Title: Senior Managing Director

SCHEDULE 1

TRADEMARKS

Grantor	Trademark	Registration Number	Renewal Date
Aerostar Global Logistic, LLC	OUR REPUTATION RIDES WITH YOUR CARGO	US Serial No. 85867635 USPTO Reg. No. 4424990	App. Filing Date: 3/5/13 Registered On: 10/29/13 Status: Active