

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445551

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|-----------------------------------|------------------------------|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BNP Paribas, as Collateral Agent | | 10/02/2017 | Bank: FRANCE |
| RECEIVING PARTY DATA | | | |
| Name: | Newgistics, Inc. | | |
| Street Address: | 2700 Via Fortuna, Suite 3000 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78746 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3761190 | EXPERIENCE DELIVERED | |
| Registration Number: | 4158825 | FLEXSHIP | |
| Registration Number: | 4187601 | FLEXSHIP BY NEWGISTICS | |
| Registration Number: | 2961332 | INTELLIGENT RETURNS MANAGEMENT | |
| Registration Number: | 2776146 | NEWGISTICS | |
| Serial Number: | 86024119 | NEWGISTICS | |
| Registration Number: | 3766924 | NEWGISTICS | |
| Serial Number: | 85949071 | NEWGISTICS SELECT | |
| Registration Number: | 4035477 | 1ONESHIP | |
| Registration Number: | 2985436 | RETURNS AREN'T JUST BOXES. THEY'RE CUSTO | |
| Registration Number: | 2808995 | RETURNVALET | |
| Registration Number: | 4099068 | SHIPPING HAS A NEW HOME | |
| Registration Number: | 3973524 | SMARTCENTER | |
| Registration Number: | 2801048 | SMARTLABEL | |
| Registration Number: | 3835105 | SMARTLABEL | |
| Registration Number: | 3961946 | THE GIST BLOG | |
| Registration Number: | 4226937 | TRANSIT TRIGGERS | |
| Serial Number: | 85955254 | WHERE END-TO-END E-COMMERCE BEGINS | |

OP \$465.00 3761190

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | F173002 CSM |
| NAME OF SUBMITTER: | Jordana Dreyfuss |
| SIGNATURE: | /Jordana Dreyfuss/ |
| DATE SIGNED: | 10/02/2017 |

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN
TRADEMARKS dated as of October 2, 2017 (this “Release”), by
BNP PARIBAS (“BNP”) as Collateral Agent in favor of
NEWGISTICS, INC., a Delaware corporation (the “Grantor”).

A. Reference is made to (i) the Credit and Guaranty Agreement dated as of December 11, 2013 (as amended by the First Amendment to Credit and Guaranty Agreement dated as of August 14, 2015, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), among the Grantor (in such capacity, the “Borrower”), NGS Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), certain Subsidiaries of the Borrower party thereto as Guarantors, the Lenders party thereto and BNP, as administrative agent (the “Administrative Agent”) and as collateral agent (the “Collateral Agent”), (ii) the Pledge and Security Agreement dated as of December 11, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Collateral Agreement”), among the Borrower, Holdings, certain Subsidiaries of the Borrower party thereto as Grantors and BNP, as Collateral Agent, (iii) the Intellectual Property Security Agreement dated as of December 11, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the Grantor and BNP, as Collateral Agent (the document set forth in clause (iii), the “Trademark Security Agreement”, and together with the Collateral Agreement, the “Security Agreements”).

B. Pursuant to the Security Agreements, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in, among other things, the Trademarks set forth on Schedule I hereto (the “Trademark Collateral”), and pursuant to the Trademark Security Agreement, such security interest was recorded with the United States Patent & Trademark Office (the “USPTO”) on December 11, 2013, at Reel/Frame 5171/0767.

C. Pursuant to the Payoff Letter dated as of October 2, 2017, among the Borrower, Holdings, Tacit Knowledge, Inc., a California corporation and BNP, as Administrative Agent and Collateral Agent, the Collateral Agent agreed to release any and all liens and security interests it may have in the Trademark Collateral pursuant to the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, BNP, as Collateral Agent, on behalf of the Secured Parties, does hereby state as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Trademark Security Agreement, the Credit Agreement, or the Collateral Agreement, as applicable.

SECTION 2. Release. BNP, as Collateral Agent, on behalf of itself, the Secured Parties and their permitted successors and assigns, does hereby terminate the Trademark Security Agreement and, release, relinquish and discharge its and their lien

and security interest granted under the Security Agreements in the Trademark Collateral and any right, title or interest granted under the Security Agreements it has in the Trademark Collateral shall hereby cease and become void. This Release is made without representation or warranty by, or recourse to, BNP, as Collateral Agent, or any other Secured Party.

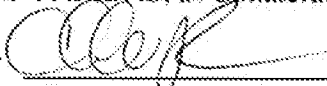
SECTION 3. Further Assurances. Collateral Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the USPTO. BNP hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby, solely at the Borrower's cost.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

BNP PARIBAS, as Collateral Agent

By 

Name: Charles Romano
Title: Director

By 



Name: Yung Wu
Title: Vice President


[Signature Page to Release of Security Interest in Trademarks]

{36758,30}

SCHEDULE I

Trademarks

| Grantor | Trademarks | Filing Date | Status | Serial/Registration No. |
|------------------|---|-------------|------------|-------------------------|
| Newgistics, Inc. | EXPERIENCE DELIVERED | 8/5/2009 | Registered | 77/797,934 3,761,190 |
| Newgistics, Inc. | FLEXSHIP | 3/23/2011 | Registered | 85/274,267 4,158,825 |
| Newgistics, Inc. | FLEXSHIP BY NEWGISTICS | 3/23/2011 | Registered | 85/274,269 4,187,601 |
| Newgistics, Inc. | INTELLIGENT RETURNS MANAGEMENT | 10/6/2003 | Registered | 78/309,722 2,961,332 |
| Newgistics, Inc. | NEWGISTICS | 8/23/2000 | Registered | 76/115,542 2,776,146 |
| Newgistics, Inc. | NEWGISTICS | 7/30/2013 | Pending | 86/024,119 |
| Newgistics, Inc. |  | 8/11/2009 | Registered | 77/801,681 3,766,924 |
| Newgistics, Inc. | NEWGISTICS SELECT | 6/3/2013 | Pending | 85/949,071 |
| Newgistics, Inc. |  | 8/11/2009 | Registered | 77/801,709 4,035,477 |
| Newgistics, Inc. | RETURNS AREN'T JUST BOXES, THEY'RE CUSTOMERS | 6/14/2004 | Registered | 78/434,872 2,985,436 |
| Newgistics, Inc. | RETURNVALET | 8/23/2000 | Registered | 76/115,543 2,808,995 |
| Newgistics, Inc. | SHIPPING HAS A NEW HOME | 7/6/2011 | Registered | 85/364,742 4,099,068 |
| Newgistics, Inc. | SMARTCENTER | 9/27/2010 | Registered | 85/139,005 3,973,524 |
| Newgistics, Inc. | SMARTLABEL | 3/18/2002 | Registered | 76/384,420 2,801,048 |
| Newgistics, Inc. | SMARTLABEL | 7/29/2003 | Registered | 78/280,113 3,835,105 |

| Grantor | Trademarks | Filing Date | Status | Serial/Registration No. |
|------------------|---|-------------|------------|-------------------------|
| Newgistics, Inc. |  | 11/16/2010 | Registered | 85/177,683 3,961,946 |
| Newgistics, Inc. | TRANSIT TRIGGERS | 7/6/2011 | Registered | 85/364,748 4,226,937 |
| Newgistics, Inc. | WHERE END-TO-END E-COMMERCE BEGINS | 6/10/2013 | Pending | 85/955,254 |