

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446200

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release (Reel 5626 / Frame 0586)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Newstar Financial, Inc.		10/04/2017	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Transplace Texas, L.P.		
<b>Street Address:</b>	3010 Gaylord Parkway, Suite 200		
<b>City:</b>	Frisco		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75034		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4326646	FAM	
<b>Registration Number:</b>	4265923	FREIGHT ALLOCATION MODULE	
<b>Registration Number:</b>	4754806	OPTIMIZE PRIME	
<b>Registration Number:</b>	2782329	TRANSPLACE	
<b>Registration Number:</b>	3283830	TRANSPLACE	
<b>Registration Number:</b>	3304299	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY	
<b>Registration Number:</b>	4763873	Y OPTIMIZE PR1ME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Doris Ka		
<b>SIGNATURE:</b>	/Doris Ka/		

OP \$190.00 4326646

**DATE SIGNED:**

10/06/2017

**Total Attachments: 4**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Newstar Financial, Inc.

- Individual(s)
- Partnership
- Corporation- State: Massachusetts
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 4, 2017

- Assignment
- Security Agreement
- Other Release (Reel 5626 / Frame 0586)
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Transplace Texas, L.P.

Street Address: 3010 Gaylord Parkway, Suite 200

City: Frisco

State: TX

Country: USA Zip: 75034

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship Texas - USA
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text

B. Trademark Registration No.(s) \_\_\_\_\_

See attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 30860.641

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

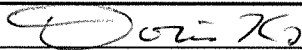
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

October 5, 2017

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 5, 2017 (the “Effective Date”), is made by NewStar Financial, Inc., in its capacity as agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of September 16, 2015, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Security Agreement (Trademarks), dated as of September 16, 2015 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;


WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 19, 2015 at Reel/Frame 5626/0586;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and 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 the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**NEWSTAR FINANCIAL, INC., acting in its  
capacity as agent for the Lenders**

By:  \_\_\_\_\_



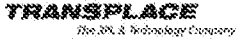

Name: E. Scott Trefry

Title: Managing Director

**GRANTOR:**

**TRANSPLACE TEXAS, L.P.**

**SCHEDULE A**

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	Transplace Texas, L.P.	FAM	85444772	10/11/2011	4326646	04/30/2013
2.	Transplace Texas, L.P.	FREIGHT ALLOCATION MODULE	85444809	10/11/2011	4265923	12/25/2012
3.	Transplace Texas, L.P.	OPTIMIZE PRIME	86389944	09/09/2014	4754806	06/16/2015
4.	Transplace Texas, L.P.	TRANSPLACE (Stylized)  	76102714	08/03/2000	2782329	11/11/2003
5.	Transplace Texas, L.P.	TRANSPLACE (Stylized)  	78789782	01/11/2006	3283830	08/21/2007
6.	Transplace Texas, L.P.	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY (Stylized)  	78789764	01/11/2006	3304299	10/02/2007
7.	Transplace Texas, L.P.	Y OPTIMIZE PRIME & Design  	86433111	10/23/2014	4763873	06/30/2015