900443580 03/21/2018

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM466476

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900442742

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UniGroup Worldwide Logistics, LLC		03/31/2015	Limited Liability Company: MISSOURI

### **RECEIVING PARTY DATA**

Name:	MultiTek, LLC	
Street Address:	One Premier Drive	
City:	Fenton	
State/Country:	MISSOURI	
Postal Code:	63026	
Entity Type:	Limited Liability Company: MISSOURI	
Name:	MultiTek Global LLC	
Street Address:	s: 427 West Fairway Drive	
City:	Brazil	
State/Country:	INDIANA	
Postal Code:	47834	
Entity Type:	Limited Liability Company: INDIANA	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4439565	MULTITEK
Serial Number:	86498081	MULTITEK GLOBAL

#### CORRESPONDENCE DATA

**Fax Number:** 6363493945

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:** 6363492526

Email: laurel\_soykin@unigroup.com

Correspondent Name: UniGroup Worldwide Logistics, LLC

Address Line 1: One Premier Drive

Address Line 4: Fenton, MISSOURI 63026

NAME OF SUBMITTER: Laurel Soykin

TRADEMARK REEL: 006295 FRAME: 0450

900443580

SIGNATURE:	/Laurel Soykin/		
DATE SIGNED:	03/21/2018		
Total Attachments: 12			
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### UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

March 21, 2018

PTAS

UNIGROUP WORLDWIDE LOGISTICS, LLC ONE PREMIER DRIVE FENTON, MO 63026



900442742

United States Patent and Trademark Office Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

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Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by Friday, April 20, 2018, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

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Document ID: 900442742

Access Code: JX5Q3VGZT0W375G

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

TRAYNA LAWRENCE ASSIGNMENT RECORDATION BRANCH PUBLIC RECORDS DIVISION

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM465600

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900434667

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UniGroup Worldwide Logistics, LLC		03/31/2015	Limited Liability Company: MISSOURI

### **RECEIVING PARTY DATA**

Name:	MultiTek, LLC	
Street Address:	One Premier Drive	
City:	Fenton	
State/Country:	MISSOURI	
Postal Code:	63026	
Entity Type:	Limited Liability Company: MISSOURI	
Name:	MultiTek Global LLC	
Street Address:	427 West Fairway Drive	
City:	Brazil	
State/Country:	INDIANA	
Postal Code:	47834	
Entity Type:	Limited Liability Company: INDIANA	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4439565	MULTITEK
Serial Number:	86498081	MULTITEK GLOBAL

### **CORRESPONDENCE DATA**

Fax Number:

6363493945

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:

6363492526

Email:

!aurel\_soykin@unigroup.com

Correspondent Name:

UniGroup Worldwide Logistics, LLC

Address Line 1:

One Premier Drive

Address Line 4:

Fenton, MISSOURI 63026

NAME OF SUBMITTER:

Laurel Soykin



### United States Patent And Trademark Office

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 23, 2015

PTAS

VALERIE PACER ONE PREMIER DRIVE FENTON, MO 63026 900322282

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THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/21/2015

REEL/FRAME: 5501/0558 NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

ASSIGNOR:

MULTITEK, LLC

DOC DATE: 03/31/2015 CITIZENSHIP: MISSOURI

ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:

MULTITEK GLOBAL LLC

DOC DATE: 03/31/2015 CITIZENSHIP: INDIANA

ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

UNIGROUP WORLDWIDE LOGISTICS, LLC
DBA UNIGROUP LOGISTICS

ONE PREMIER DRIVE

FENTON, MISSOURI 63026

CITIZENSHIP: MISSOURI

ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 85895371

REGISTRATION NUMBER: 4439565

MARK: MULTITEK

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 04/04/2013

REGISTRATION DATE: 11/26/2013

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV

SERIAL NUMBER: 86498081 REGISTRATION NUMBER: MARK: MULTITEK GLOBAL

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 01/08/2015 REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH PUBLIC RECORDS DIVISION



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### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MultiTek, LLC		1103/31/2015	LIMITED LIABILITY COMPANY: MISSOURI
MultiTek Global LLC		BC1373 1721115	LIMITED LIABILITY COMPANY: INDIANA

#### RECEIVING PARTY DATA

Name:	UniGroup Worldwide Logistics, LLC	
Doing Business As: UniGroup Logistics		
Street Address:	One Premier Drive	
City:	Fenton	
State/Country:	MISSOURI	
Postal Code:	63026	
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
			l

Serial Number:	86498081	MULTITEK GLOBAL			
Registration Number:	4439565	MULTITEK			
CORRESPONDENCE DATA  Fax Number: 6363493945  Email: Valerie_Pacer@unigroup.com  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.  Correspondent Name: Valerie Pacer  Address Line I: One Premier Drive					
NAME OF SUBMITTE		Valerie Pacer			
Signature:		/vp/			
Date:		04/21/2015			
Total Attachments: 5 source=MultiTek Security Agreement#page1.tif source=MultiTek Security Agreement#page3.tif source=MultiTek Security Agreement#page5.tif source=MultiTek Security Agreement#page7.tif source=MultiTek Security Agreement#page8.tif					
RECEIPT INFORMATION					
ETAS ID: Receipt Date: Fee Amount:	TM338884 04/21/2015 \$65				

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# Trademark/Service Mark Application, Principal Register

Serial Number: 86498081 Filing Date: 01/08/2015

## The table below presents the data as entered.

Input Field	Entered		
SERIAL NUMBER	86498081		
MARK INFORMATION	The state of the s		
*MARK	multitek global		
STANDARD CHARACTERS	YES		
USPTO-GENERATED IMAGE	YES		
LITERAL ELEMENT	multitek global		
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.		
REGISTER	Principal		
APPLICANT INFORMATION	The distribution and are a server recommend to the Conference of t		
*OWNER OF MARK	MultiTek, LLC		
*STREET	One Premier Drive		
*CITY	St. Louis		
*STATE (Required for U.S. applicants)	Missouri		
*COUNTRY	United States		
*ZIP/POSTAL CODE (Required for U.S. applicants only)	63026		
PHONE	888-517-5177		
LEGAL ENTITY INFORMATION			
ТУРЕ	limited liability company		
STATE/COUNTRY WHERE LEGALLY ORGANIZED	Missouri		
GOODS AND/OR SERVICES AND BA	SIS INFORMATION		
A STATE OF THE STA	7 (4-1) 1 201 201 201 201 201 201 201 201 201 2		

#### SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of March 31, 2015 (this "Agreement"), is made by MultiTek, LLC, a Missouri limited liability company and MultiTek Global, LLC, an Indiana limited liability company (together, the "Grantors"), in favor of UniGroup Worldwide Logistics, LLC, a Missouri limited liability company d/b/a UniGroup Logistics (the "Secured Party").

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement, dated of even date with this Agreement (the "Purchase Agreement"), the Secured Party has agreed to extend credit to the Grantors and the Grantors executed a Promissory Note dated of even date herewith (the "Note"); and

WHEREAS, as a condition to such extension of credit, the Secured Party has required the execution and delivery of this Agreement by the Grantors.

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

- 1. Grant of Security. Each of Grantors hereby grant to the Secured Party, a security interest in all of such Grantor's right, title and interest in and to all of the following property (the "Security Interest") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantors' obligations under the Promissory Note and this Agreement (the "Obligations"):
- (a) the name "MultiTek" and all trademarks, service marks, trade names, domain names, corporate names, business names, company names, trade dress, trade styles or logos and all registrations of and applications to register the foregoing and any variation thereof or any new renewals thereof, including each registration and application identified in <u>Schedule 1</u>, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, dilutions and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above; and
  - (b) any and all proceeds from the sale of the foregoing (collectively, the "Collateral").
- 2. <u>Recordation</u>. Bach Grantor hereby authorizes the Secured Party to file UCC financing statements describing the Collateral to perfect the Secured Party's Security Interest in the Collateral and authorizes and requests that the United States Commissioner of Patents and Trademarks record this Agreement.
- 3. Representations and Warranties of the Grantors. Bach of the Grantors represents and warrants to the Secured Party that:
- (a) The Grantor's legal name and state of organization is exactly as set forth on the first page of this Agreement;
  - (b) The Grantors are the owners of the Collateral:
  - (c) The Grantors have the exclusive right to grant a security interest in the Collateral; and

(KL)

- (d) The Collateral is genuine, free from liens, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except the lien created by this Agreement.
- 4. <u>Covenants of the Grantors</u>. Each Grantor agrees: (i) to pay the Obligations secured by this Agreement when due; and (ii) not to change its state of organization as set forth in Section 3(a) without giving the Secured Party 30 days' prior written notice.
- 5. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any default in the payment or performance of any obligation, or any defined event of default, under the Promissory Note; (b) any representation or warranty made by the Grantors in this Agreement shall prove to be incorrect, false or misleading in any material respect when made; and (c) the Grantors shall fail to observe or perform any material obligation or agreement set forth in this Agreement.
- 6. Remedies. Upon the occurrence of any Event of Default, the Secured Party shall have the right to declare immediately due and payable all or any Obligations secured by this Agreement and to exercise all other rights, powers, privileges and remedies granted to a secured party upon default under the Uniform Commercial Code or otherwise provided by law.
- 7. <u>Cumulative Rights</u>. All rights, powers, privileges and remedies of the Secured Party shall be cumulative. No delay, failure or discontinuance of the Secured Party in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise or the exercise of any other right, power, privilege or remedy.
- 8. Waivers and Consents of the Secured Party. Any waiver, permit, consent or approval of any kind by the Secured Party of any default, or any such waiver of any provisions or conditions, must be in writing and shall be effective only to the extent set forth in writing.
- 9. Further Assurances. At any time upon the request of the Secured Party, the Grantors will execute or deliver to the Secured Party any and all financing statements, security agreements, pledges, assignments, endorsements, certificates and all other documents (the "Additional Documents") that the Secured Party may request and in form and substance satisfactory to the Secured Party, to create, perfect, and continue perfection or to better perfect the Secured Party's Security Interest in the Collateral, and in order to fully consummate all of the transactions contemplated under this Agreement and the Promissory Note. To the maximum extent permitted by applicable law, if the Grantors refuse or fail to execute or deliver any requested Additional Documents, the Grantors hereby authorize the Secured Party to execute such Additional Documents in each Grantor's name, and authorize the Secured Party to file such executed Additional Documents in any appropriate filing office. Neither Grantor shall file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of the Secured Party.
- 10. <u>Notices</u>. All notices, requests and demands required under this Agreement must be given, and shall be deemed received, as provided in the Purchase Agreement.
- 11. Costs, Expenses And Attomeys' Fees. The Grantors shall pay to the Secured Party immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the Secured Party's counsel), expended or incurred by the Secured Party to enforce its rights under this Agreement.



- 12. Successors; Assigns; Amendment. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by the Secured Party and Grantor.
- 13. Severability of Provisions, If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement,
- 14. Jurisdiction, All actions or proceedings arising in connection with this Agreement may be tried and litigated in the State and, to the extent permitted by applicable law, federal courts located in the County of Saint Louis, Missouri.
- 15. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
- 16. Governing Law, This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Missouri.
- 17. Conflict Provision, This Agreement has been entered into in conjunction with the provisions of the Purchase Agreement and the Promissory Note. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Purchase Agreement and the Promissory Note, all terms and provisions of which are incorporated herein by reference.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

THE GRANTORS:

THE SECURED PARTY:

MultiTereBle@by:

kevin schultz

3/30/2015

MultiFelsofileballyLLC

UniGroup Worldwide Logistics, LLC

Mark N. Schroeder Chief Financial Officer

## Schedule 1

Trademark	Registration Number	Registration Date
MULTITEK	4,439,565	November 26, 2013

Trademark Application	Application/Serial Number	Application Date	
Multitek global	86498081	January 8, 2015	
,			w 1 w

ггем#	HOSTING SERVICE	DOMAIN OWNER	DOMAIN	NAME SERVER OWNER	NAME SERVER
1	Network Solutions	UniGroup	multitekglobal.net	MultiTek	N\$5999.HOSTGATOR,COM
					NS6000.HOSTGATOR.COM
2	Network Solutions	UnlGroup	multitekglobal.com	MultiTek	NS5999.HOSTGATOR.COM
					NS6000.HOSTGATOR.COM
3	Network Solutions	UniGroup	multitekss.com	UniGroup	NS.UNIGROUPING.COM
					NS2.UNIGROUPINC.COM
4	Network Solutions	UniGroup	multitekstrategic.biz	UniGroup	NS.UNIGROUPING.COM
					NS2.UNIGROUPING.COM
5	Network Solutions	.UnlGroup	multitekstrategic.com	UniGroup	NS.UNIGROUPING.COM
					NS2.UNIGROUPINC.COM
6	Network Solutions	UniGroup	multitekstrategic.info	UnlGroup	NS.UNIGROUPING.COM
					NS2.UNIGROUPINC.COM
7	Network Solutions	UniGroup	multitekstrategic.net	UniGroup	NS,UNIGROUPING,COM
					NS2.UNIGROUPING.COM
8	GoDaddy	UniGroup	multitekilo.com	MultiTek	PDNS01.DOMAINCONTROL.COM
ļ					PDNS02.DOMAINCONTROL.COM
9	GoDaddy	UniGroup	multiteklic.org	MultiTek	PDNS01.DOMAINCONTROL.COM
					PDNS02.DOMAINCONTROL.COM
10	GoDaddy	UniGroup	multiteklic.net	MultiTek	PDNS01.DOMAINCONTROL,COM
					PDNS02.DOMAINCONTROL.COM
11	GoDaddy	Unl@roup	multitekilc.info	MultiTek	PDNS01.DOMAINCONTROL.COM
					PDNS02.DOMAINCONTROL.COM
12	GoDaddy	MultiTek	multitek.us	MultiTek	PDNS05,DOMAINCONTROL.COM
					PDNS06.DOMAINCONTROL.COM
13	GoDaddy	MultiTek	multitek.ca	MultiTek	pdns05.domaincontrol.com
				]	pdns06.domalncontrol.com

KA

3/31/2015

14	GoDaddy	MultiTek	multitek.asia	MultiTek	pdns05.domaincontrol.com
					pdns06.domaincontrol.com
15	GoDaddy	MultiTek	multitek.bz	MultiTek	pdns05.domaincontrol.com
					pdns06.demaincontrol.com

Docusigned by:

3/31/2015

kevin schultz

President

MultiTek

(KL

119293

**RECORDED: 03/14/2018**