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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM476031

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral at Reel/Frame No. 4961/0937

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		05/25/2018	national association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Greatwide Logistics Services, LLC	
Street Address:	12404 Park Central Drive, Suite 300 South	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75251	
Entity Type:	Limited Liability Company: DELAWARE	

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

Property Type	Number	Word Mark
Registration Number:	3893541	GREATWIDE MANAGED TRANSPORTATION SERVICE
Registration Number:	3890239	GREATWIDE MANAGED TRANSPORTATION SERVICE

#### CORRESPONDENCE DATA

**Fax Number:** 2138918763

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:rhonda.deleon@lw.comCorrespondent Name:Latham & Watkins LLPAddress Line 1:355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	ER: 057121-0184	
NAME OF SUBMITTER:	Rhonda DeLeon	
SIGNATURE:	/Rhonda DeLeon/	
DATE SIGNED:	05/30/2018	

#### **Total Attachments: 4**

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# RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release"), dated as of May 25, 2018 (the "Effective Date"), is made by BANK OF AMERICA, N.A., as agent for the Secured Parties (as defined in the Loan Agreement referenced below) (the "Agent"), in favor of GREATWIDE LOGISTICS SERVICES, LLC (the "Grantor").

WHEREAS, the Grantor and the Agent are parties to that certain Loan and Security Agreement, dated as of February 20, 2009 (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement") among the Grantor, Cardinal Logistics Management, Inc. and each of their respective direct and indirect domestic subsidiaries (collectively, the "Borrowers"), certain other parties and the Agent;

WHEREAS, pursuant to the Loan Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of February 12, 2013 (the "<u>Trademark Security Agreement</u>"), 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 February 13, 2013 at Reel/Frame 4961/0937.

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Loan Agreement or the Trademark Security Agreement, as applicable.
- 2. <u>Release</u>. Without recourse, representation or warranty, the Agent hereby releases, discharges, terminates and cancels all of its continuing security interest in and Lien upon all of the following of the Grantor (the "Trademark Collateral"):
- a. all of its trademarks listed on Schedule 1 hereto (the "Trademarks"), and all registrations and recordings thereof, and all applications for registration or recording in connection therewith;
  - b. all renewals and extensions of the foregoing;
  - c. all goodwill associated with the use of each such Trademark; and
- d. all Proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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 (other than the security interest and Lien referenced in Section 2), the Agent hereby, without recourse, representation or warranty of any kind, hereby retransfers, re-conveys and re-assigns such right, title or interest to the Grantor. The parties hereto

authorize and request the Commissioner for Trademarks and any other applicable government officer to record this Release against the Trademark Collateral.

3. <u>Further Assurances</u>. 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.

[Remainder of page intentionally left blank]

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

BANK OF AMERICA, N.A., as Agent

By:

Name: Matthew Bourgeois Title: Senior Vice President

### **SCHEDULE 1**

## TRADEMARK AND TRADEMARK APPLICATIONS

Trademark	Registration/Application No.
GREATWIDE MANAGED TRANSPORTATION SERVICES	3,893,541
GREATWIDE MANAGED TRANSPORTATION SERVICES	3,890,239

**RECORDED: 05/30/2018**