

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		04/26/2018	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Ports America Terminal Holdings II, Inc.		
Street Address:	525 Washington Blvd.		
Internal Address:	16th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07310		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4498920	WATERMARK TERMINAL SOLUTIONS	
Registration Number:	4404257	WATERMARK TERMINAL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	183171		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	04/27/2018		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”), dated as of April 26, 2018, is made by Royal Bank of Canada, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”), in favor of Ports America Terminal Holdings II, Inc. (the “Grantor”). Capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement referred to below.

WHEREAS, the Grantor and the Collateral Agent are parties to that certain (i) Pledge and Security Agreement, dated as of January 27, 2014 (the “Security Agreement”), and (ii) Trademark Security Agreement, dated as of April 1, 2014 (the “Trademark Security Agreement”), pursuant to which the Grantor pledged and granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties a continuing security interest in and lien on Grantor’s right, title and interest in, to and under all registered or applied for Trademarks owned by or licensed to the Grantor, including those referred to on Schedule A hereto, together with all the goodwill of the business connected with the use of, and symbolized by, each such Trademark, other than Excluded Property (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 8, 2014 at Reel/Frame 5255/0471; and

WHEREAS, in connection with the full satisfaction and discharge of all Obligations, the Grantor has requested that the Collateral Agent execute and deliver this Release to evidence the termination of the Trademark Security Agreement and the release of the Collateral Agent’s security interest in and lien on the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, without any representation, warranty or recourse of any kind, does hereby agree as follows:

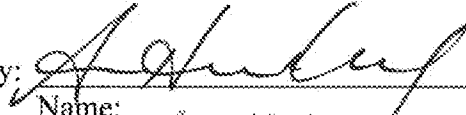
1. The Collateral Agent, on behalf of itself and the Secured Parties, hereby (i) terminates and releases its security interest in and lien on the Trademark Collateral in its entirety (including, without limitation, the registered and applied for trademarks identified on Schedule A hereto), (ii) re-assigns, re-transfers and re-conveys to the Grantor any and all right, title and interest the Collateral Agent may have in, to or under the Trademark Collateral, including the goodwill appurtenant thereto and (iii) terminates the Trademark Security Agreement.
2. The Collateral Agent hereby authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release against the Trademark Collateral, including the registered and applied for trademarks identified on Schedule A hereto.
3. This Release may not be supplemented, altered or modified in any manner except by a writing signed by the Collateral Agent and the Grantor. This Release shall be binding upon the Collateral Agent’s successors and assigns, and is made in favor of and for the benefit of the Grantor and its respective successors and assigns.

4. The Collateral Agent agrees to execute and deliver to the Grantor, at the Grantor's expense, any further instruments and documents that the Grantor may reasonably request to effect and/or evidence the termination of the Trademark Security Agreement and release of the Collateral Agent's security interest in and lien on the Trademark Collateral. Any execution and delivery of such instruments or other documents will be without recourse to or warranty by the Collateral Agent.
5. THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release as of the date first written above.

ROYAL BANK OF CANADA, as
Collateral Agent

By: 
Name: Ann, Hurley
Title: Manager, Agency

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Grantor	Title	Reg. No. or App. No.	Registration Date or Filing Date
Ports America Terminal Holdings II, Inc.	WATERMARK TERMINAL SOLUTIONS and Design	4498920	03/18/2014
Ports America Terminal Holdings II, Inc.	WATERMARK TERMINAL SOLUTIONS	4404257	09/17/2013