

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484155

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest recorded at Reel 5490/Frame 0135

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HPS Investment Partners, LLC (f/k/a Highbridge Principal Strategies, LLC)		07/31/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Rock-It Cargo USA LLC
Street Address:	5343 Imperial Highway, Unit 900
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90045
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1587918	ROCK-IT CARGO AIR AND SEA
Registration Number:	1681267	AIR AND SEA ROCK-IT CARGO
Registration Number:	4729991	AIR LAND SEA ROCK-IT CARGO
Registration Number:	3974992	DIETL INTERNATIONAL
Registration Number:	3783351	ELP EVENT LOGISTICS PARTNERSHIP
Registration Number:	2401198	ROCK-IT AIR CHARTER
Registration Number:	1587915	ROCK-IT CARGO
Registration Number:	1687916	ROCK-IT CARGO
Registration Number:	3842259	SOUND MOVES
Registration Number:	4206332	CARGOLIVE
Registration Number:	4522751	C
Registration Number:	4522750	CS
Registration Number:	4522749	CARGOSCIENCE
Registration Number:	4522747	CARGOSCIENCE
Registration Number:	4522746	CARGOSCIENCE
Serial Number:	85157707	JET CHARTER SOLUTIONS
Registration Number:	3949103	SOUND MOVES

CH \$540.00 1587918

Property Type	Number	Word Mark
Registration Number:	4320823	COSDEL
Registration Number:	4469777	COSDEL
Registration Number:	4469987	COSDEL INTERNATIONAL
Registration Number:	4469986	COSDEL INTERNATIONAL TRANSPORTATION

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	05964-00005
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	07/31/2018

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated March 31, 2015 (the "Pledge and Security Agreement") and that certain Assignment for Security -- Trademarks, dated March 31, 2015, recorded in the United States Patent and Trademark Office at Reel 5490, Frame 0135 on April 1, 2015 (the "Trademark Security Agreement"), Rock-It Cargo USA LLC ("Releasee"), pledged and granted unto HPS Investment Partners, LLC (f/k/a Highbridge Principal Strategies, LLC), in its capacity as collateral agent for itself and certain lenders (together with its successors and assigns, in such capacity "Releasor"), for the benefit of Releasor and certain lenders, a continuing security interest in all right, title and interest of Releasee in, to and under the Trademarks (including those Trademarks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office, together with, the good-will associated with such Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations; and

WHEREAS, Releasee has requested and Releasor has agreed to provide this Release of Trademark Security Interest to confirm the release, relinquishment and discharge of its continuing security interest in the IP Collateral as of July 31, 2018.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. Releasor does hereby irrevocably terminate, release, relinquish and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Pledge and Security Agreement or Trademark Security Agreement to the IP Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule A hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Agent in such IP Collateral shall hereby terminate, cease and become void. The Releasor hereby assigns, transfers and conveys any and all right, title or interest of the Releasor in the IP Collateral to the Releasee without any warranty, representation or recourse whatsoever.

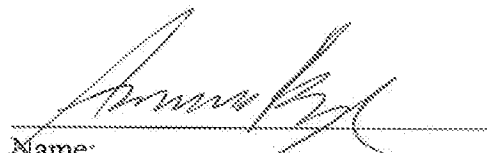
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IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Interest to be duly executed and delivered as of the date first written above.

HPS INVESTMENT PARTNERS, LLC

(f/k/a HIGHBRIDGE PRINCIPAL STRATEGIES
LLC)

By:



Name:

Title:

ANDREAS BOYE
MANAGING DIRECTOR

SCHEDULE A TO ASSIGNMENT FOR SECURITY - - TRADEMARKS

Trademarks and Trademark Applications

	<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
1.	Rock-It Cargo USA LLC*	United States	ROCK-IT CARGO AIR AND SEA & Design	73/739,889 1,587,918	6/28/1988	20-Mar-1990
2.	Rock-It Cargo USA LLC*	United States	AIR AND SEA ROCK-IT CARGO & DESIGN	74/035,108 1,681,267	3/5/1990	31-Mar-1992
3.	Rock-It Cargo USA LLC	United States	AIR LAND AND SEA ROCK-IT CARGO & DESIGN	86/081,893 4,729,991	10/3/2013	5-May-2015
4.	Rock-It Cargo USA LLC*	United States	DIETL INTERNATIONAL	77/607,731 3,974,992	11/5/2008	7-Jun-2011
5.	Rock-It Cargo USA LLC*	United States	ELP EVENT LOGISTICS PARTNERSHIP & Design	77/669,833 3,783,351	2/13/2009	04-May-2010
6.	Rock-It Cargo USA LLC*	United States	ROCK-IT AIR CHARTER	75/396,713 2,401,198	11/26/1997	07-Nov-2000
7.	Rock-It Cargo USA LLC*	United States	ROCK-IT CARGO	73/733,113 1,587,915	6/8/1988	20-Mar-1990
8.	Rock-It Cargo USA LLC*	United States	ROCK-IT CARGO	74/035,111 1,687,916	3/5/1990	19-May-1992
9.	Rock-It Cargo USA LLC*	United States	SOUND MOVES	77/611,264 3,842,259	11/10/2008	31-Aug-2010
10.	Rock-It Cargo USA LLC	United States	CARGOLIVE	77/898,191 4,206,332	12/21/2009	11-Sep-2012
11.	Rock-It Cargo USA LLC	United States	C and Design	85/731,898 4,522,751	9/18/2012	29-Apr-2014
12.	Rock-It Cargo USA LLC	United States	CS and Design	85/731,897 4,522,750	9/18/2012	29-Apr-2014
13.	Rock-It Cargo USA LLC	United States	C CARGOSCIENCE and Design	85/731,896 4,522,749	9/18/2012	29-Apr-2014

	<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
14.	Rock-It Cargo USA LLC	United States	CARGOSCIENCE and Design	85/731,838 4,522,747	9/18/2012	29-Apr-2014
15.	Rock-It Cargo USA LLC	United States	C and CARGOSCIENCE and Design	85/731,837 4,522,746	9/18/2012	29-Apr-2014
16.	Rock-It Cargo USA LLC	United States	JET CHARTER SOLUTIONS	85/157,707	10/21/2010	PENDING
17.	Rock-It Cargo USA LLC	United States	SOUND MOVES	77/981,230 3,949,103	11/10/2008	19-Apr-2011
18.	Rock-It Cargo USA LLC	United States	COSDEL	85/708,994 4,320,823	8/21/2012	16-Apr-2013
19.	Rock-It Cargo USA LLC	United States	COSDEL & DESIGN	85/941,623 4,469,777	5/24/2013	21-Jan-2014
20.	Rock-It Cargo USA LLC	United States	COSDEL INTERNATIONAL	85/947,537 4,469,987	5/31/2013	21-Jan-2014
21.	Rock-It Cargo USA LLC	United States	COSDEL INTERNATIONAL TRANSPORTATION	85/947,529 4,469,986	5/31/2013	21-Jan-2014

*Assigned to Rock-It Cargo USA LLC pursuant to Intellectual Property Assignment, dated as of December 28, 2009, by and among Rock-It Cargo Holdings LLC, Rock-It Cargo, USA, Inc., Rock-It Cargo Cyprus Limited, Rock-It Cargo Worldwide Ltd., and Rock-It Cargo International S.a.r.l., as assignors, and Rock-It Cargo USA LLC, as assignee.