

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488568

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 5853/0491

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARINGS FINANCE LLC (F/K/A BABSON CAPITAL FINANCE LLC), AS ADMINISTRATIVE AGENT		08/31/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BIRDDOG LOGISTICS, LLC (F/K/A CHTL LOGISTICS, LLC)
Street Address:	310 Main Avenue Way SE
City:	Hickory
State/Country:	NORTH CAROLINA
Postal Code:	28602
Entity Type:	Limited Liability Company: NORTH CAROLINA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	86212585	CHTL LOGISTICS
Serial Number:	86951843	BIRDDOG LOGISTICS
Serial Number:	87087471	LEADER OF THE PACK
Serial Number:	87087475	
Serial Number:	87087476	BIRDDOG
Serial Number:	87087479	BIRDDOG LEADER OF THE PACK

CORRESPONDENCE DATA

Fax Number: 4154391500

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: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2: 555 California Street, Suite 2700

Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	39300-161
NAME OF SUBMITTER:	Maria Banda

CH \$165.00 86212585

SIGNATURE:	/Maria Banda/
DATE SIGNED:	09/04/2018
Total Attachments: 11 source=Barings_Trademark Release Recorded at R-F 5853-0491_(12658326)#page1.tif source=Barings_Trademark Release Recorded at R-F 5853-0491_(12658326)#page2.tif source=Barings_Trademark Release Recorded at R-F 5853-0491_(12658326)#page3.tif source=Barings_Trademark Release Recorded at R-F 5853-0491_(12658326)#page4.tif source=Barings_Trademark Release Recorded at R-F 5853-0491_(12658326)#page5.tif source=Barings_Trademark Release Recorded at R-F 5853-0491_(12658326)#page6.tif source=Barings_Trademark Release Recorded at R-F 5853-0491_(12658326)#page7.tif source=Barings_Trademark Release Recorded at R-F 5853-0491_(12658326)#page8.tif source=Barings_Trademark Release Recorded at R-F 5853-0491_(12658326)#page9.tif source=Barings_Trademark Release Recorded at R-F 5853-0491_(12658326)#page10.tif source=Barings_Trademark Release Recorded at R-F 5853-0491_(12658326)#page11.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 31, 2018 (this “Release”), is made by Barings Finance LLC (f/k/a Babson Capital Finance LLC), as Administrative Agent for the Lenders pursuant to the Credit Agreement (as defined below).

WHEREAS, pursuant to the terms of the Credit Agreement, dated as of September 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among TI Intermediate Holdings, LLC, a Delaware limited liability company, Transportation Insight, LLC, a North Carolina limited liability company, certain other Guarantors party thereto (collectively, the “Loan Parties”) and Barings Finance LLC (f/k/a Babson Capital Finance LLC), as administrative agent for the Lenders (“Administrative Agent”), Administrative Agent and certain Lenders party to the Credit Agreement have made certain loans and other accommodations to Loan Parties. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreement;

WHEREAS, pursuant to (i) that certain Trademark Security Agreement (“United Sourcing TSA”), dated as of September 30, 2014, executed by United Sourcing Alliance, LLC, a Kentucky limited liability company (“United Sourcing”) in favor of Administrative Agent, which was recorded at the United States Patent and Trademark Office at Reel 005371, Frame 0538 (ii) that certain Trademark Security Agreement (“TI TSA”), dated as of September 30, 2014, executed by Transportation Insight, LLC, a North Carolina limited liability company (“TI”) in favor of Administrative Agent, which was recorded at the United States Patent and Trademark Office at Reel 005371, Frame 0424, (iii) that certain Trademark Security Agreement (“CHTL TSA”), dated as of September 30, 2014, executed by CHTL Logistics, LLC, a North Carolina limited liability company (“CHTL”) in favor of Administrative Agent, which was recorded with the United States Patent and Trademark Office at Reel 005371, Frame 0592, (iv) that certain Trademark Security Agreement (“BirdDog TSA”), dated as of June 23, 2015, by BirdDog Solutions, Inc., a Delaware corporation (“BirdDog”) which was recorded at Reel: 005563, Frame 0255, (v) that certain Amended and Restated Trademark Security Agreement (“TI AR TSA”), dated as of June 5, 2017, by TI in favor of Administrative Agent, which was recorded at the United States Patent and Trademark Office at Reel 006081, Frame 0211, and (vi) that certain Amended and Restated Trademark Security Agreement (together with the BirdDog TSA, CHTL TSA, TI TSA United Sourcing TSA, and TI AR TSA, each a “Trademark Security Agreement” and collectively “Trademark Security Agreements”) dated as of August 4, 2016, by BirdDog Logistics, LLC (f/k/a CHTL Logistics, LLC), a North Carolina limited liability company (together with BirdDog, CHTL, TI and United Sourcing, each a “Grantor” and collectively “Grantors”), which was recorded at Reel 005853, Frame 0491, Grantors granted to the Administrative Agent a lien on and security interest in all of the right, title and interest of the Grantors in, to and under the trademarks listed on the schedules of each of the Trademark Security Agreements attached as Exhibit A hereto;

WHEREAS, all obligations under the Credit Agreement have been paid in full and the Grantors have requested that the Administrative Agent release, and the Administrative Agent is willing to release, its lien on and its security interest in, to, and under the trademarks listed on the schedules of each of the Trademark Security Agreements and all related rights, title and interest of Grantors in, to, and under the foregoing, including all renewals and extensions of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each such trademark, and all income, royalties, proceeds and liabilities at any time due or payable or asserted under any of the foregoing, 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 (collectively, the “Released Trademark Collateral”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Administrative Agent hereby unconditionally releases and terminates any and all security interest in, all of each Grantor's right, title and interest in, to and under the Released Trademark Collateral, in each case granted pursuant to the Trademark Security Agreements or any other guaranty or security agreement entered into in connection with the Credit Agreement, without recourse or representation or warranty, express or implied, of any kind or nature whatsoever.
2. The Administrative Agent hereby agrees that any power of attorney or similar rights granted by Grantors to the Administrative Agent pursuant to the Trademark Security Agreements is terminated with respect to the Released Trademark Collateral.
3. The Administrative Agent hereby (i) authorizes Grantors or Grantors' authorized representative(s) to record this Release with the U.S. Patent and Trademark Office and (ii) authorizes and requests that the U.S. Patent and Trademark Office note and record the existence of this Release hereby given.
4. The Administrative Agent hereby agrees to take all further actions, and provide to Grantors and their 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 Grantors, at Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Administrative Agent has caused this Release of Security Interest in Trademarks to be executed by its duly authorized officer as of the date first set forth above.

BARINGS FINANCE LLC, (f/k/a Babson Capital
Finance, LLC)
as Administrative Agent


By: 
Name: Brady Sutton
Title: Managing Director

Exhibit A

[See Attached]

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 4th day of August, 2016, by BirdDog Logistics, LLC (f/k/a CHTL Logistics, LLC), a North Carolina limited liability company ("Grantor"), in favor of BABSON CAPITAL FINANCE LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of September 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 30, 2014 by and among, by joinder or otherwise, Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

WHEREAS, pursuant to the Collateral Agreement, Grantor, under its former legal name "CHTL Logistics, LLC", entered into that certain Trademark Security Agreement dated as of September 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time up to but not including the date hereof, the "Original Trademark Security Agreement"); and

WHEREAS, pursuant to the Collateral Agreement the Grantor is required to execute and deliver this Agreement, which amends and restates the Original Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the

following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement is made under and governed by the internal laws of the State of New York without regard to conflicts of law principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

4. Amendment and Restatement. This Agreement amends and restates the Original Trademark Security Agreement in its entirety effective as of the date hereof. Nothing herein shall be construed as having the effect of terminating or releasing the liens and security interests granted pursuant to the Original Trademark Security Agreement. Instead, it is the express intention of Grantor to reaffirm such grants as valid and enforceable security interests and liens which originally attached to the Trademark Collateral pursuant to the Original Trademark Security Agreement and are continuing in favor of the Administrative Agent under this Agreement. Neither the execution and delivery of this Agreement nor any of the terms hereof shall be deemed to adversely affect any of the liens and security interests in favor of the Administrative Agent for the benefit of the Lenders under the Original Trademark Security Agreement, as amended and restated hereby

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


BIRDDOG LOGISTICS, LLC

By: [Signature]
Its: Chief Financial Officer

Signature Page to Trademark Security Agreement -- BirdDog Logistics, LLC

Agreed and Accepted
As of the Date First Written Above

**BABSON CAPITAL FINANCE LLC, as
Administrative Agent**

By: 



Its: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Registration Number
CHTL LOGISTICS	86/212,585

TRADEMARK APPLICATIONS

Trademark	Application Number
BIRDDOG	87/087,476
BIRDDOG (BW Dog Design) & Design 	87/087,475
BIRDDOG LEADER OF THE PACK & Design 	87/087,479
BIRDDOG LOGISTICS	86/951,843
LEADER OF THE PACK	87/087,471