# CH \$115.00 85601

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM495644

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Keybank National Association		10/26/2018	National Bank: UNITED STATES

# **RECEIVING PARTY DATA**

Name.	Tri Ctarr Managament Candinas Inc
Name:	Tri-Starr Management Services, Inc.
Street Address:	1 Kenview Blvd.
Internal Address:	Suite 210
City:	Brampton
State/Country:	CANADA
Postal Code:	ON L6T 5E6
Entity Type:	Corporation: TEXAS
Name:	Legacy SCO, Inc.
Street Address:	1 Kenview Blvd.
Internal Address:	Suite 210
City:	Brampton
State/Country:	CANADA
Postal Code:	ON L6T 5E6
Entity Type:	Corporation: DELAWARE
Name:	Legacy Supply Chain Holdings, Inc.
Street Address:	1 Kenview Blvd.
Internal Address:	Suite 210
City:	Brampton
State/Country:	CANADA
Postal Code:	ON L6T 5E6
Entity Type:	Corporation: DELAWARE
Name:	Las Vegas/ L.A. Express, Inc.
Street Address:	1 Kenview Blvd.
Internal Address:	Suite 210
City:	Brampton
State/Country:	CANADA
Postal Code:	ON L6T 5E6
Entity Type:	Corporation: CALIFORNIA
900474639	TRADEMARK  REFL 006468 FRAME: 079

900471639 REEL: 006468 FRAME: 0796

Name:	Vitran Logistics Inc. n/k/a Legacy Supply Chain Services II, Inc.
Street Address:	1 Kenview Blvd.
Internal Address:	Suite 210
City:	Brampton
State/Country:	CANADA
Postal Code:	ON L6T 5E6
Entity Type:	Corporation: INDIANA
Name:	Vitran Logistics Corp. n/k/a/ Legacy Transportation Services, Inc
Street Address:	1 Kenview Blvd.
Internal Address:	Suite 210
City:	Brampton
State/Country:	CANADA
Postal Code:	ON L6T 5E6
Entity Type:	Corporation: DELAWARE
Name:	Midwest Supply Chain, Inc.
Street Address:	1 Kenview Blvd.
Internal Address:	Suite 210
City:	Brampton
State/Country:	CANADA
Postal Code:	ON L6T 5E6
Entity Type:	Corporation: KANSAS
Name:	Griffin Transport Services, Inc.
Street Address:	1 Kenview Blvd.
Internal Address:	Suite 210
City:	Brampton
State/Country:	CANADA
Postal Code:	ON L6T 5E6
Entity Type:	Corporation: NEVADA
Name:	Legacy SCO Canada, Inc.
Street Address:	1 Kenview Blvd.
Internal Address:	Suite 210
City:	Brampton
State/Country:	CANADA
Postal Code:	ON L6T 5E6
Entity Type:	Corporation: DELAWARE

# PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85601523	MIDWEST

Property Type	Number	Word Mark
Registration Number:	4028302	LEGACY IMPACTING LIVES · DEVELOPING LEAD
Registration Number:	3771178	TMSI LOGISTICS
Serial Number:	77110734	VL V-LOX WAREHOUSE MEETS TECHNOLOGY

### CORRESPONDENCE DATA

**Fax Number:** 2125935955

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:** 212-756-2132

**Email:** scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

**Address Line 1:** 919 Third Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1831
NAME OF SUBMITTER:	Scott Kareff (014951-1831)
SIGNATURE:	/kc for sk/
DATE SIGNED:	10/26/2018

### **Total Attachments: 5**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

Date: October 26, 2018

WHEREAS, Tri-Starr Management Services, Inc., Texas corporation ("Tri-Starr"), Legacy SCO, Inc., a Delaware corporation ("Legacy SCO"), Legacy Supply Chain Holdings, Inc., a Delaware corporation (the "Parent") and certain subsidiaries of the Parent (each a "Grantor and, collectively, the "Grantors"), granted a security interest in and lien upon all of such Grantor's right, title and interest in, to and under any and all of the collateral listed in the Trademark Security Agreement (as defined below) (the "Trademark Collateral") to KeyBank National Association, as administrative agent for the benefit of the Secured Creditors under the Security Agreement (as defined below) (in such capacity, the "Administrative Agent") as set forth in the Collateral Assignment of Trademarks, dated as of March 4, 2013, by and between the Grantors and the Administrative Agent (the "Trademark Security Agreement"), and that certain Security Agreement, dated as of March 4, 2013, by and among the Grantors, the other Assignors (as defined therein) from time to time party thereto and the Administrative Agent (as subsequently amended, restated or otherwise modified from time to time the "Security Agreements");

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the Trademark Branch of the United States Patent and Trademark Office on March 5, 2013, at Reel 004974, Frame 0881;

WHEREAS, Grantors have requested that the Administrative Agent release and reassign its security interest in the Trademark Collateral, including the registered trademarks and pending applications for trademarks more fully identified in Schedule I annexed hereto and made a part hereof (including, without limitation, all goodwill associated therewith) (the "Released Trademarks") and all related right, title and interest of each Grantor in the Released Trademarks;

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

- 1. The Administrative Agent hereby releases, relinquishes and discharges any and all liens and security interests in and to all of Grantor's right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Released Trademarks, and reassigns, regrants and reconveys to each Grantor any and all of Administrative Agent's right, title and interest in, to and under such Grantor's respective Trademark Collateral, including, without limitation, the Released Trademarks, in each case granted pursuant to the Security Agreements, 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 Grantor to the Administrative Agent pursuant to the Security Agreements or otherwise is terminated with respect to the Trademark Collateral, including, without limitation, the Released Trademarks.
- 3. The Administrative Agent hereby (i) authorizes each Grantor or its respective authorized representatives to record this Release of Security Interest in Trademarks (the "**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.

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4. The Administrative Agent hereby agrees to take all further actions, and provide to each 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 such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[Signature page follows]

Americas Active: 12801491.4

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.

KEYBANK NATIONAL ASSOCIATION, as Administrative Agent

Name: Leslie A Jones

Title: Senior Vice President

# SCHEDULE I

See Attached

Americas Active: 12801491.4

# Schedule A to Collateral Assignment of Trademarks

	<u>Trademarks</u>	Registration No.
1.	CAN-AM FREIGHT SERVICES	RN: 388169 AN: 0624804
2.	CAN-AM	RN: 388250 AN: 0645002
3.	MIDWEST (Stylized)	SN:85-601523
4.	LEGACY IMPACTING LIVES • DEVELOPING LEADERS	RN: 4028302
5.	TMSi LOGISTICS	RN: 3771178
6.	VL V-LOX WAREHOUSE MEETS TECHNOLOGY and design	SN: 77/110,734

CLI-2078100v2

RECORDED: 00/26/2018