# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM504252

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		12/21/2018	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	PITTSBURGH LOGISTICS SYSTEMS, INC.		
Street Address:	The Quad Center		
City:	Rochester		
State/Country:	PENNSYLVANIA		
Postal Code:	15074		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	eflatbed.com, inc.		
Street Address:	3210 Unionville Road		
Internal Address:	Building 110		
City:	Cranberry Township		
State/Country:	PENNSYLVANIA		
Postal Code:	16066		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	QUADRIVIUS TECHNOLOGY SOLUTIONS, INC.		
Street Address:	294 Massachusetts Avenue		
City:	Rochester		
State/Country:	PENNSYLVANIA		
Postal Code:	15074		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	Quadrivius Holdings, Inc.		
Street Address:	294 Massachusetts Avenue		
City:	Rochester		
State/Country:	PENNSYLVANIA		
Postal Code:	15074		
Entity Type:	Corporation: DELAWARE		

**PROPERTY NUMBERS Total: 17** 

**TRADEMARK** 

**REEL: 006515 FRAME: 0987** 

Property Type	Number	Word Mark	
Registration Number:	2024885	PITTSBURGH LOGISTICS SYSTEMS, INC.	
Registration Number:	2549400	E	
Registration Number:	2555250	E	
Registration Number:	2485096	E EFLATBED.COM	
Registration Number:	2593804	E EFLATBED.COM	
Registration Number:	2406209	EFLATBED.COM	
Registration Number:	2473711	EFLATBED.COM	
Registration Number:	2417418	PLS INTERNATIONAL, INC.	
Registration Number:	3387978	FREIGHT SOLUTIONS PITTSBURGH LOGISTICS S	
Registration Number:	3551118	PLS	
Registration Number:	3562134	PLS FREIGHT SOLUTIONS	
Registration Number:	3554872		
Registration Number:	3562135	PLS FREIGHT SOLUTIONS	
Registration Number:	3561981	PLS LOGISTICS SERVICES	
Registration Number:	3561984	PLS LOGISTICS SERVICES	
Registration Number:	3561983	PLS LOGISTICS SERVICES	
Serial Number:	77289654	PLS FREIGHT SOLUTIONS	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2027995000

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:** 2027994000

**Email:** gregory.esau@dlapiper.com

Correspondent Name: Gregory Esau

Address Line 1: 500 Eighth Street, NW Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Gregory Esau
SIGNATURE:	/Gregory Esau/
DATE SIGNED:	01/03/2019

### **Total Attachments: 5**

source=PLS\_PNC Bank\_Second Amendment to Security Agreement - Trademark Security(Dec.2018)#page1.tif source=PLS\_PNC Bank\_Second Amendment to Security Agreement - Trademark Security(Dec.2018)#page2.tif source=PLS\_PNC Bank\_Second Amendment to Security Agreement - Trademark Security(Dec.2018)#page3.tif source=PLS\_PNC Bank\_Second Amendment to Security Agreement - Trademark Security(Dec.2018)#page4.tif source=PLS\_PNC Bank\_Second Amendment to Security Agreement - Trademark Security(Dec.2018)#page5.tif

TRADEMARK REEL: 006515 FRAME: 0988

## Termination and Release of Patent, Trademark and Copyright Security Interest

This **Termination and Release of Patent, Trademark and Copyright Security Interest** (the "Release"), dated as of December 21, 2018 (the "Effective Date"), is made by PITTSBURGH LOGISTICS SYSTEMS, INC., a Pennsylvania corporation ("PLS"), EFLATBED.COM, INC., a Pennsylvania corporation ("EFLATBED"), QUADRIVIUS TECHNOLOGY SOLUTIONS, INC., a Delaware corporation ("Quadrivius Technology") and QUADRIVIUS HOLDINGS, INC., a Delaware corporation (together with PLS, EFLATBED and Quadrivius Technology, each a "Grantor" and together the "Grantors") and PNC BANK, NATIONAL ASSOCIATION, as successor to National City Business Credit, Inc. and as agent (the "Agent"). Agent and Grantors are sometimes referred herein as each a "Party" and, collectively, the "Parties."

WHEREAS, pursuant to the terms of that certain Second Amendment to Credit and Security Agreement, dated as of December 28, 2009, by and between, *inter alia*, Grantors and Agent, as amended, modified, extended or restated from time to time (the "Second Amendment to Credit Agreement") and that certain Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of December 28, 2009, by and between Grantors and Agent, as amended, modified, extended or restated from time to time (the "Amended Security Agreement"), Grantors granted to Agent a security interest in and to all right, title and interest in and to all of Grantors' Patents, Trademarks and Copyrights (as that term is defined in the Credit Agreement), including, without limitation, the patent, trademark and copyright registrations and applications referred to in Schedule I attached hereto, and all goodwill associated therewith (the "IP Collateral").

**WHEREAS**, the Amended Security Agreement was recorded with the United States Patent and Trademark Office on October 4, 2010 at trademark assignment Reel 4289, Frame 0842.

**WHEREAS**, the Agent wishes to terminate and release its lien and security interest in the IP Collateral, including, without limitation, those items listed on <u>Schedule I</u> attached hereto, including all goodwill associated therewith (collectively the "<u>Released IP Collateral</u>").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Agent hereby represents, warrants, covenants and agrees, for the benefit of Grantors, as follows:

- 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Second Amendment to Credit Agreement and/or Amended Security Agreement, and used herein, have the meaning given to them in the Second Amendment to Credit Agreement and/or Amended Security Agreement.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases, and discharges its lien and security interest in all of Grantors' present and future right, title and interest in and to the Released IP Collateral, including all goodwill associated therewith.

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- 3. <u>Further Assurances</u>. Agent hereby authorizes Grantors to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released IP Collateral, and/or (iii) otherwise record or file this Release in the applicable foreign or domestic governmental office or agency. Agent hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Released IP Collateral contemplated hereby.
- 4. <u>Counterparts</u>. This Release may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Release.
- 5. <u>Successors and Assigns</u>. This Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.
- 6. <u>Severability</u>. Each provision of this Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Release is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Release shall remain in full force and effect.
- 7. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

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TRADEMARK REEL: 006515 FRAME: 0990 IN WITNESS WHEREOF, the Parties have caused this Release to be duly executed by their authorized representatives as of the Effective Date.

GRANIORS:	
PITTSBURGH LOGISTICS SYSTEMS, INC	? ~*
By:	
Name: Chris Ristau	
Title: Chief Financial Officer	
EFLATBED.COM, INC.	
B. Com	
By: Name: Chris Ristau	
Title: Chief Financial Officer	
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QUADRIVIUS TECHNOLOGY SOLUTIO	NS
INC.	
with the same of t	
By:	
Name: Chris Ristau	
Title: Chief Financial Officer	
***	
QUADRIVIUS HOLDINGS, INC.	
By:	
Name: Chris Ristau	
Title: Chief Financial Officer	
2 10100. WALANE & SECOSIONISSES WILLSOWS	
AGENT:	
PNC BANK, NATIONAL ASSOCIATION	
By:	
Name:	
Title:	

[Signature Page to Termination and Release of Patent, Trademark and Copyright Security Interest]

IN WITNESS WHEREOF, the Parties have caused this Release to be duly executed by their authorized representatives as of the Effective Date.

GRANTORS:
PITTSBURGH LOGISTICS SYSTEMS, INC.
By:
3.7
Title.
Tine:
EFLATBED.COM, INC.
By:
Name:
Title:
QUADRIVIUS TECHNOLOGY SOLUTIONS, INC.
Ву:
Name:
Title:
QUADRIVIUS HOLDINGS, INC.
Ву:
Name:
Title:
AGENT:
PNC BANK, NATIONAL ASSOCIATION
By:
Name: // Nelson Rauscher Title: Vice Resident
Title: Vice Resident

[Signature Page to Termination and Release of Patent, Trademark and Copyright Security Interest]

# **SCHEDULE I**

## Trademark Registrations

Pledger:	Date:	Reg. No.:	Mark:
Pittsburgh Logistics	12/24/96	2,024,885	Pittsburgh Logistics Systems, Inc.
Systems, Inc.			
eflathed.com, inc.	03/19/02	2,549,400	eflathed.com, inc. (stylized)
eflathed.com, inc.	04/02/02	2,555,250	eflathed.com, inc. (stylized)
effathed.com, inc.	09/04/01	2,485,096	cflathed.com (stylized)
eflatbed.com, inc.	07/06/02	2,593,804	eflatbed.com (stylized)
effathed.com, inc.	11/21/00	2,406,209	cflatbed.com
eflathed.com, inc.	07/31/01	2,473,711	eflathed.com
Pittsburgh Logistics	01/02/01	2,417,418	PLS International, Inc. (stylized)
Systems, Inc.			
Pittsburgh Logistics	02/26/08	3,387,978	Freight Solutions Pittsburgh
Systems, Inc.			Logistics Systems, Inc. and Design
Pittsburgh Logistics		3,551,118	PLS
Systems, Inc.			
Pittsburgh Logistics		3,562,134	PLS FREIGHT SOLUTIONS
Systems, Inc.			
Pittsburgh Logistics		3,554,872	diamond design with a black
Systems, Inc.			background and three curved white
			lines extending from one side of the
			diamond to an opposite apex.
Pittsburgh Logistics		3,562,135	PLS FREIGHT SOLUTIONS and
Systems, Inc.			Design
Pittsburgh Logistics		3,561,981	PLS LOGISTICS SERVICES
Systems, Inc.			(stylized)
Pittsburgh Logistics		3,561,984	PLS LOGISTICS SERVICES and
Systems, Inc.			Design
Pittsburgh Logistics		3,561,983	PLS LOGISTICS SERVICES and
Systems, Inc.			Design

# Trademark Applications

Pledgor:	Date:	Serial, No.:	Mark:
Pittsburgh Logistics		77/289,654	PLS FREIGHT SOLUTIONS and
Systems, Inc.			Design

Patents None.

Copyrights None.

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**TRADEMARK REEL: 006515 FRAME: 0993** 

**RECORDED: 01/03/2019**