CH \$240.00 202488

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM504230

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NATIONAL CITY BUSINESS CREDIT, INC.		12/21/2018	Corporation: OHIO

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 Holdings, Inc.		
Street Address:	294 Massachusetts Avenue		
City:	Rochester		
State/Country:	PENNSYLVANIA		
Postal Code:	15074		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 9

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
	•	TRADEMARK

900479897 REEL: 006566 FRAME: 0917

Property Type	Number	Word Mark	
Registration Number:	2473711	EFLATBED.COM	
Registration Number:	2417418	PLS INTERNATIONAL, INC.	
Registration Number:	3387978	FREIGHT SOLUTIONS PITTSBURGH LOGISTICS S	

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 Washington, D.C. 20004

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

Total Attachments: 5

source=PLS_National City Business Credit - Trademark Security Release(Dec.2018)#page1.tif source=PLS_National City Business Credit - Trademark Security Release(Dec.2018)#page2.tif source=PLS_National City Business Credit - Trademark Security Release(Dec.2018)#page3.tif source=PLS_National City Business Credit - Trademark Security Release(Dec.2018)#page4.tif source=PLS_National City Business Credit - Trademark Security Release(Dec.2018)#page5.tif

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"), and QUADRIVIUS HOLDINGS, INC., a Delaware corporation (together with PLS and EFLATBED, each a "Grantor" and together the "Grantors") and NATIONAL CITY BUSINESS CREDIT, INC., 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 Credit and Security Agreement, dated as of July 16, 2008, by and between, *inter alia*, the Grantors and Agent, as amended, modified, extended or restated from time to time (the "Credit Agreement") and that certain Patent, Trademark and Copyright Security Agreement, dated as of July 16, 2008, by and between Grantors and Agent, as amended, modified, extended or restated from time to time (the "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 Security Agreement was recorded with the United States Patent and Trademark Office on July 16, 2008 at trademark assignment Reel 3817, Frame 0015.

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 Credit Agreement and/or Security Agreement, and used herein, have the meaning given to them in the Credit Agreement and/or 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.
- 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.

[Remainder of page intentionally left blank]

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

By:	C3-C2
Name:	Chris Ristau
Title:	Chief Financial Officer
EFLA	TBED.COM, INC.
Ву:	
	Chris Ristau
	· · ·
	Chief Financial Officer DRIVIUS HOLDINGS, INC.
QUAI By:	
QUAI By: Name	DRIVIUS HOLDINGS, INC.
QUAI By: Name Title:	DRIVIUS HOLDINGS, INC. : Chris Ristau Chief Financial Officer
QUAI By: Name	DRIVIUS HOLDINGS, INC. : Chris Ristau Chief Financial Officer

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.
Ву:
Name:
Title:
-
EFLATBED.COM, INC.
Ву:
Name:
Title:
By: Name: Title:
AGENT:
PNC BANK, NATIONAL ASSOCIATION as
successor to National City Business Credit, Inc
- 61/1//
By: The flat
Name: Nelson Lawcher
Title: Westlent

SCHEDULE I

<u>Traciemarks</u>

Pledgor:	Date:	Reg. No.:	Mark:
Pittsburgh Logistics	12/24/96	2,024,885	Pittsburgh Logistics Systems, Inc.
Systems, inc.			
eflatbed.com, inc.	03/19/02	2,549,400	eflathed.com, inc. (stylized)
effathed.com, inc.	04/02/02	2,555,250	eflatbed.com, inc. (stylized)
eflathed.com, inc.	09/04/01	2,485,096	eflatbed.com (stylized)
eflathed.com, inc.	07/06/02	2,593,804	eflatbed.com (stylized)
eflatbed.com, inc.	11/21/00	2,406,209	eflatized.com
estatbed.com, inc.	07/31/01	2,473,711	eflutbed.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

Patents None.

Copyrights None

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RECORDED: 01/03/2019