# OP \$265.00 3428304

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM512388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property Collateral

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Collateral Agent for the Holders		03/01/2019	Corporation: NEW YORK

# **RECEIVING PARTY DATA**

Name:	Greatwide Logistics Services, LLC				
Street Address:	1204 Park Central Drive				
Internal Address:	uite 300 South				
City:	Dallas				
State/Country:	TEXAS				
Postal Code:	75251				
Entity Type:	Limited Liability Company: DELAWARE				

**PROPERTY NUMBERS Total: 10** 

Property Type	Number	Word Mark			
Registration Number:	3428304	GREATWIDE			
Registration Number:	3393109	GREATWIDE LOGISTICS SERVICES			
Registration Number:	3410611	GREATWIDE DISTRIBUTION LOGISTICS			
Registration Number:	3393168	GREATWIDE CHEETAH TRANSPORTATION			
Registration Number:	3410612	GREATWIDE TRUCKLOAD MANAGEMENT			
Registration Number:	3393167	GREATWIDE DALLAS MAVIS			
Registration Number:	3396174	GREATWIDE AMERICAN TRANS FREIGHT			
Registration Number:	3399737	GREATWIDE DEDICATED TRANSPORT			
Registration Number:	3893541	GREATWIDE MANAGED TRANSPORTATION SERVICE			
Registration Number:	3890239	GREATWIDE MANAGED TRANSPORTATION SERVICE			

# CORRESPONDENCE DATA

**Fax Number:** 3129939767

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:** 312/876-7628

Email: linda.kastner@lw.com

TRADEMARK REEL: 006578 FRAME: 0731

900487797

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	03/01/2019

# **Total Attachments: 5**

source=Greatwide - Release of Security Interest in IP Collateral\_106275179\_1\_0#page1.tif source=Greatwide - Release of Security Interest in IP Collateral\_106275179\_1\_0#page2.tif source=Greatwide - Release of Security Interest in IP Collateral\_106275179\_1\_0#page3.tif source=Greatwide - Release of Security Interest in IP Collateral\_106275179\_1\_0#page4.tif source=Greatwide - Release of Security Interest in IP Collateral\_106275179\_1\_0#page5.tif

TRADEMARK REEL: 006578 FRAME: 0732

# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of March 1, 2019, is made by DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent for the Holders (the "Collateral Agent"), under the Indenture referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Indenture).

### WITNESSETH

WHEREAS, in connection with that certain Second Priority Senior Secured Floating Rate Note Indenture, dated as of February 12, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among Cardinal Holdco, LLC, a Delaware limited liability company (f/k/a Intermediate Transportation 100, LLC) (the "Company"), the Guarantors (as defined in the Indenture), as guarantors, the Holders and Collateral Agent, the Holders have agreed to extend credit to the Company;

WHEREAS, in connection with the Indenture and pursuant to those certain agreements described on <u>Annex I</u> attached hereto (collectively, the "Security Agreements"), the Grantors granted security interests in the certain intellectual property owned by Grantors, including those listed on <u>Annex I</u> attached hereto (the "Intellectual Property Collateral"); and

**WHEREAS**, the Security Agreements were recorded in the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on Annex I hereto.

**NOW THEREFORE**, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby **RELEASES**, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights and title in, to and under, including its Lien on and security interest in, and right of setoff against, the Intellectual Property Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Indenture, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in, to and under the Intellectual Property Collateral to Company.

The Agent acknowledges that this Release may be filed along with any other necessary documentation with the USPTO or any other governmental office to evidence the release granted here in at the sole expense of the Company. The Agent authorizes the Company and its respective designees to record this Release with the USPTO or any other governmental office to evidence the release granted herein at the sole expense of the Company.

The Agent agrees, at Company's expense, to cooperate with Company and to provide Company with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

TRADEMARK
REEL: 006578 FRAME: 0733

IN WITNESS WHEREOF, the Agent has executed this Release to be duly executed as of the date first written above.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent for the Holders

By: Deutsche Bank National Trust Company

Name:

Title:

irina Golovashchul

By: \_\_\_ Name:

Title:

- Omis Niesz Vice President

[Release of Security Interest in Intellectual Property Collateral]

Second Lien Trademark Security Agreement dated as of February 12, 2013, by Greatwide Logistics Services, LLC and Cardinal Logistics Management Corporation (each a "Grantor" and, collectively, the "Grantors") in favor of Collateral Agent, was recorded with the U.S. Patent and Trademark Office on February 14, 2013 at Reel/Frame No. 4962/0871.

# **TRADEMARKS**

Company	Country	<u>Trademark</u>	Application or Registration No.	Filing Date	Registration Date
Cardinal Logistics Management Corporation	USA	Dynamic Workflow®	4136713	2/25/11	5/1/12
Cardinal Logistics Management Corporation	USA	Cardinal Hosted Logistics <sup>TM</sup>	LIS 85/805609	12/18/12	Pending
Greatwide Logistics Services, LLC	Canada	Greatwide Dedicated Transport	TMA841,037	4/7/2006	1/23/2013
Greatwide Logistics Services, LLC	Canada	Greatwide Cheetah Yransportation	TMA841,035	4/7/2006	1/23/2013
Greatwide Logistics Services, LLC	Canada	Greatwide Dallas Mavis	TMA841,036	4/7/2006	1/23/2013
Greatwide Logistics Services, LLC	Mexico	Greatwide	1007088	4/10/2006	10/18/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Logistics Services	977148	4/10/2006	3/16/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Dedicated Transport	1007770	4/10/2006	10/24/2007
Oreatwide Logistics Services, LLC	Mexico	Greatwide Truckload Management	1022134	4/10/2006	1/30/2008
Greatwide Logistics Services, LLC	Mexico	Greatwide Truckload Brokerage	1007772	4/10/2006	19/24/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Distribution Logistics	1043323	4/10/2006	5/30/2008
Greatwide Logistics Services, LLC	Mexico	Greatwide Freight Brokerage (Class 35)	1360336	11/9/2007	5/26/2010 (not to be renewed)
Greatwide Logistics Services, LLC	Mexico	Greatwide American	1007771	4/10/2006	10/24/2007

US-DOCS\105986244.5

TRADEMARK REEL: 006578 FRAME: 0735

		Trans Freight			
Greatwide Logistics Services, LLC	Mexico	Greatwide Dallas Mavis	977149	4/10/2006	3/16/2007
Greatwide Logistics Services, LLC	Mexico	Greatwide Cheetah Transportation	1043322	4/10/2006	5/30/2008
Greatwide Logistics Services, LLC	Mexico	Greatwide Freight Brokerage (Class 39)	1025340	11/9/2007	11/9/2007 (not to be renewed)
Greatwide Logistics Services, LLC	USA	Greatwide	3,428,304	10/10/2005	5/13/2008
Greatwide Logistics Services, LLC	USA	Greatwide Logistics Services	3,393,109	4/7/2006	3/4/2008
Greatwide Logistics Services, LLC	USA	Greatwide Distribution Logistics	3,410,611	4/7/2006	4/8/2008
Greatwide Logistics Services, LLC	USA	Greatwide Cheetah Transportation	3,393,168	1/26/2006	3/4/2008
Greatwide Logistics Services, LLC	USA	Greatwide Truckload Management	3,410,612	12/19/2005	4/8/2008
Greatwide Logistics Services, LLC	USA	Greatwide Dallas Mavis	3,393,167	1/26/2006	3/4/2008
Greatwide Logistics Services, LLC	USA	Greatwide American Trans Freight	3,396,174	1/26/2006	3/11/2008
Greatwide Logistics Services, LLC	USA	Greatwide Dedicated Transport	3,399,737	4/7/2006	3/18/2008
Greatwide Logistics Services, LLC	USA	Greatwide Managed Transportation Services	3,893,541	5/4/2010	12/21/2010
Greatwide Logistics Services, LLC	USA	Greatwide Managed Transportation Services	3,890,239	5/5/2010	12/14/2010

US-DOCS\105986244.5

TRADEMARK REEL: 006578 FRAME: 0736 Second Lien Patent Security Agreement dated as of February 12, 2013, by Cardinal Logistics Management Corporation in favor of Collateral Agent, was recorded with the U.S. Patent and Trademark Office on February 14, 2013 at Reel/Frame No. 029816/0564.

# Patent Registrations

# PATENT APPLICATIONS

Record Owner	Country	Patent	Application or Registration No.	Filing Date	Registration Date
Cardinal Logistics Management Corporation	USA	Dynamic Workflow for Remote Devices	App 13/344.839	1/6/11	Pending

US-DOCS\105986244.5

**RECORDED: 03/01/2019** 

TRADEMARK REEL: 006578 FRAME: 0737