TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM517295

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and release of security interest in trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Agent		04/02/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	The Internet Truckstop LLC	
Street Address:	222 N. Plymouth Avenue	
City:	New Plymouth	
State/Country:	ОНЮ	
Postal Code:	83655	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark	
Serial Number:	86741528	PAYMENOW	
Registration Number:	2498188	THE INTERNET TRUCKSTOP	
Registration Number:	3261177	RATEMATE	
Registration Number:	2730616	PINTAC	
Registration Number:	2792797	PASTWATCH	
Registration Number:	2973818	NOWTRUCKS	
Registration Number:	2979281	NOWLOADS	
Registration Number:	4905982		
Registration Number:	2754415	MULDOK	
Registration Number:	4399220	CACCI	
Serial Number:	86789798	CARGOSHIELD	
Registration Number:	3966128	CLEAR	
Registration Number:	2928977	CREDITSTOP	
Registration Number:	3188155	FUELDESK	
Registration Number:	5018532	LOADPAY	

CORRESPONDENCE DATA

Fax Number: 2132897727

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2134262623

Email: meason@goodwinlaw.com

Correspondent Name: Michele Eason/Goodwin Procter LLP

Address Line 1: 601 S Figueroa St 41st Floor

Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER: Michele A. Eason

SIGNATURE: /s/ Michele A. Eason

DATE SIGNED: 04/03/2019

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Termination and Release</u>") dated as of April 2, 2019 from **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "<u>Agent</u>"), to **THE INTERNET TRUCKSTOP LLC**, a Delaware limited liability company, as the grantor ("<u>Grantor</u>").

WITNESSETH:

WHEREAS, Agent and Grantor were party to (i) that certain Credit Agreement, dated as of October 27, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Agent, Grantor and the other financial institutions and borrowers from time to time party thereto, and (ii) that certain Guaranty and Security Agreement, dated as of October 27, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Guaranty and Security Agreement"; and together with the Credit Agreement, the "Transaction Agreements"), by and among the Agent, the Grantor and the other grantors from time to time party thereto;

WHEREAS, in connection with the transactions contemplated by the Transaction Agreements, Agent and Grantor entered into to that certain Trademark Security Agreement dated as of October 27, 2017 in favor of the Agent, for the benefit of the Lender Group and the Bank Product Providers (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which a Security Interest (hereinafter as defined in the Trademark Security Agreement) was granted by the Grantor to the Agent in the Trademark Collateral (hereinafter as defined in the Trademark Security Agreement), including Trademarks (as defined in the Guaranty and Security Agreement) identified on Exhibit A attached hereto (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (the "<u>USPTO</u>") on October 27, 2017 at Reel 6191, Frame 0960;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees and acknowledges as follows:

- 1. <u>Definitions</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Termination and Release shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, including the Trademarks identified on <u>Exhibit A</u> attached hereto and made a part hereof, and assigns to the Grantor, without recourse, all of the Agent's right, title and interest in the Trademarks, and any right, title or interest of the Agent in such Trademark shall hereby

cease and be void. Agent understands and agrees that this Termination and Release may be recorded by or for the Grantor with the USPTO or any similar office or agency.

3. <u>Further Assurances</u>. Upon request by the Grantor, the Agent hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Agent

By:_

Name: Nathan McIntosh

Title: Duly Authorized Signer

[Truckstop - Signature Page to Trademark Termination and Release]

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EXHIBIT A

Trademarks

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
The Internet Truckstop LLC	USA	CACCI	4399220	September 10, 2013
The Internet Truckstop LLC	USA	CARGOSHIELD	86789798	October 15, 2015
The Internet Truckstop LLC	USA	CLEAR	3966128	May 24, 2011
The Internet Truckstop LLC	USA	CREDITSTOP	2928977	March 1, 2005
The Internet Truckstop LLC	USA	FUELDESK	3188155	December 19, 2006
The Internet Truckstop LLC	USA	LOADPAY	5018532	August 9, 2016
The Internet Truckstop LLC	USA	MULDOK	2754415	August 19, 2003
The Internet Truckstop LLC	USA		4905982	February 23, 2016
The Internet Truckstop LLC	USA	NOWLOADS	2979281	July 26, 2005
The Internet Truckstop LLC	USA	NOWTRUCKS	2973818	July 19, 2005
The Internet Truckstop LLC	USA	PASTWATCH	2792797	December 9, 2003
The Internet Truckstop LLC	USA	PINTAC	2730616	June 24, 2003
The Internet	USA	RATEMATE	3261177	July 10, 2007

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Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Truckstop LLC				
The Internet Truckstop LLC	USA	THE INTERNET TRUCKSTOP	2498188	October 16, 2001
The Internet Truckstop LLC	Canada	UDROVE	TMA797,311	May 11, 2011
The Internet Truckstop LLC	Mexico	INTERNET TRUCKSTOP	1235769	August 29, 2011

Trademark Applications:

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
The Internet Truckstop LLC	USA	PAYMENOW	86741528	August 29, 2015

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RECORDED: 04/03/2019