

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks recorded at R/F 6249/0112		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		04/10/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Rez 1, Inc. (f/k/a REZ 1 IAS Holdings, Inc.)		
Street Address:	100 William Street		
Internal Address:	Suite 100		
City:	Wellesley		
State/Country:	MASSACHUSETTS		
Postal Code:	02481		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4338417	CHASSISMANAGER	
Registration Number:	3668285	DISPATCHMANAGER DRAY	
Registration Number:	3668284	DISPATCHMANAGER ENVOY	
Registration Number:	2577932	IAS	
Registration Number:	2491165	INTERBOX	
Registration Number:	2530986	SLOTXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>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.</i>			
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049133-0244		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$165.00 4338417

SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	04/11/2019
Total Attachments: 4 source=Prime- Direct Chassis - 2L TM Release#page1.tif source=Prime- Direct Chassis - 2L TM Release#page2.tif source=Prime- Direct Chassis - 2L TM Release#page3.tif source=Prime- Direct Chassis - 2L TM Release#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 10, 2019 (this "Release"), is made by Citibank, N.A., in such capacity as administrative agent for the Secured Parties (in such capacity, the "Administrative Agent"), in favor of REZ 1, Inc. (f/k/a REZ 1 IAS Holdings, Inc.) ("REZ"), a Massachusetts corporation, and Direct ChassisLink, Inc. ("DCL"), a Delaware corporation (each a "Grantor" and collectively, the "Grantors"). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the IP Security Agreement (as defined below).

WHEREAS, the Grantors entered into that certain Second Lien Guaranty and Security Agreement dated as of January 11, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement") in favor of the Administrative Agent;

WHEREAS, pursuant to the Security Agreement, Grantors executed and delivered the Second Lien Intellectual Property Security Agreement, dated as of January 11, 2018 (the "IP Security Agreement"), in favor of the Administrative Agent, which was recorded in the records of the United States Patent and Trademark Office on January 12, 2018 at Reel 6249, Frame 0112 (with respect to REZ, as Grantor) and Reel 6249, Frame 0104 (with respect to DCL, as Grantor);

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, each Grantor mortgaged, pledged and hypothecated to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor: (a) all of its Trademarks, except for Excluded Property, including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the "Trademark Collateral"); and

WHEREAS, the Grantors have requested that the Administrative Agent execute and deliver this Release to evidence the termination and release of its security interest in the Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent, without any representation, warranty or recourse of any kind or nature, hereby releases, cancels and terminates in its entirety its Lien on and security interest in the Trademark Collateral, and discharges, quit claims, and relinquishes unto each Grantor, and re-assigns, re-transfers and re-conveys to each Grantor, in each case as applicable, any and all right, title and interest it may have in, to or under the Trademark Collateral of such Grantor.

The Administrative Agent agrees to take all further actions, and provide to the Grantors, all such cooperation and assistance (including, without limitation, the execution and delivery of

any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release. Administrative Agent hereby authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office record this Termination and Release.

THIS RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING HEREUNDER OR RELATED TO THIS RELEASE, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

CITIBANK N.A.,
as Administrative Agent

By: 
Name: Justin Tichauer
Title: Managing Director & Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

Registered Trademarks:

Grantor	Trademark	Issue Date	Registration No.
Direct ChassisLink, Inc.	DIRECT CHASSISLINK Standard Character Mark	January 25, 2011	3,909,989
Direct ChassisLink, Inc.	DCLI Standard Carrier Mark	July 19, 2011	3,999,028
REZ 1, Inc.	CHASSISMANAGER	May 21, 2013	4338417
REZ 1, Inc.	DISPATCHMANAGER DRAY	August 18, 2009	3668285
REZ 1, Inc.	DISPATCHMANAGER ENVOY	August 18, 2009	3668284
REZ 1, Inc.	IAS	June 11, 2002	2577932
REZ 1, Inc.	INTERBOX	September 18, 2001	2491165
REZ 1, Inc.	SLOTXCHANGE	January 15, 2002	2530986