

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM518591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (5928/0008)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as 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:	2124552502		
<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:	2124553222		
Email:	jmull@stblaw.com		
Correspondent Name:	Alexander Raytman		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	003350/0001		
NAME OF SUBMITTER:	J. Jason Mull		

CH \$165.00 4338417

SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	04/11/2019
Total Attachments: 4 source=Drive Payoff - 2L Trademark Release (Indenture)(Rez)(Executed)(4.10.19)#page1.tif source=Drive Payoff - 2L Trademark Release (Indenture)(Rez)(Executed)(4.10.19)#page2.tif source=Drive Payoff - 2L Trademark Release (Indenture)(Rez)(Executed)(4.10.19)#page3.tif source=Drive Payoff - 2L Trademark Release (Indenture)(Rez)(Executed)(4.10.19)#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 Wilmington Trust, National Association, a national banking association, as Agent for the Notes Secured Parties (in such capacity, the “Agent”), in favor of REZ 1, Inc. (f/k/a REZ 1 IAS Holdings, Inc.), a Massachusetts corporation (“the “Grantor”). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor has agreed, pursuant to that certain Second Lien Guaranty and Security Agreement, dated as of June 16, 2016 (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among Deck Chassis Parent, Inc., a Delaware corporation, Deck Chassis Acquisition Inc. (f/k/a LJ Chassis Holdings, Inc.), a Delaware corporation (the “Issuer”), and the other grantors from time to time party thereto in favor of the Agent, to guarantee the Secured Obligations of the Issuer;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered the Trademark Security Agreement, dated as of November 23, 2016 (the “Trademark Security Agreement”), in favor of the Agent, which was recorded in the records of the United States Patent and Trademark Office on November 23, 2016 at Reel 5928, Frame 0008;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor mortgaged, pledged and hypothecated to the Agent for the benefit of the Notes Secured Parties, and granted to the Agent for the benefit of the Notes 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 goodwill of the business connected with the use of or symbolized by the foregoing; (c) all renewals of the foregoing; (d) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements and dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing. (collectively, the “Trademark Collateral”); and

WHEREAS, the Grantor has requested that the 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 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 the Grantor, and re-assigns, re-transfers and re-conveys to the 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 Agent agrees to take all further actions, and provide to the Grantor, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release. 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 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]

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

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By:

Name:

Title:



W. Thomas Morris, II
Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

Registered Trademarks:

Grantor	Trademark	Issue Date	Registration No.
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