## 900480937 01/10/2019

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM505302

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900479903

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		12/21/2018	National Banking Association: UNITED STATES

#### **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 TECHNOLOGY SOLUTIONS, INC.
Street Address:	294 Massachusetts Avenue
City:	Rochester
State/Country:	PENNSYLVANIA
Postal Code:	15074
Entity Type:	Corporation: DELAWARE
Name:	QUADRIVIUS HOLDINGS, INC.
Street Address:	294 Massachusetts Avenue
City:	Rochester
State/Country:	PENNSYLVANIA
Postal Code:	15074
Entity Type:	Corporation: DELAWARE
Name:	PLS Business Services, Inc.

TRADEMARK REEL: 006619 FRAME: 0159

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3120 Unionville Road,
Bldg. 110
Cranberry Township
PENNSYLVANIA
16066
Corporation: DELAWARE
QUADRIVIUS BUSINESS SERVICES, INC.
294 Massachusetts Avenue
Rochester
PENNSYLVANIA
15074
Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	74627548	PITTSBURGH LOGISTICS SYSTEMS, INC.
Serial Number:	75873143	PLS INTERNATIONAL, INC.
Serial Number:	76110219	EFLATBED.COM
Serial Number:	76110744	E EFLATBED.COM
Serial Number:	76110745	E
Serial Number:	76110749	E
Serial Number:	76111462	E EFLATBED.COM
Serial Number:	77256968	PLS
Serial Number:	77257059	
Serial Number:	77257133	PLS LOGISTICS SERVICES
Serial Number:	77257191	PLS LOGISTICS SERVICES
Serial Number:	77257219	PLS LOGISTICS SERVICES
Serial Number:	77289557	PLS FREIGHT SOLUTIONS
Serial Number:	77289614	PLS FREIGHT SOLUTIONS
Serial Number:	77871279	PLS PRO SYSTEM
Serial Number:	85483301	EFLATBED.COM

### **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 Address Line 4:

TRADEMARK

**REEL: 006619 FRAME: 0160** 

NAME OF SUBMITTER:	Gregory Esau
SIGNATURE:	/Gregory Esau/
DATE SIGNED:	01/10/2019

#### **Total Attachments: 6**

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### 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"), PLS BUSINESS SERVICES, INC., a Delaware corporation ("PLS Business"), QUADRIVIUS BUSINESS SERVICES, INC., a Delaware corporation ("Quadrivius Business"), QUADRIVIUS TECHNOLOGY SOLUTIONS, INC., a Delaware corporation ("Quadrivius Technology") and QUADRIVIUS HOLDINGS, INC., a Delaware corporation (together with PLS, EFLATBED, PLS Business, Quadrivius Business and Quadrivius Technology, each a "Grantor" and together the "Grantors") and PNC BANK, NATIONAL ASSOCIATION, as successor to National City Business Credit, Inc. and 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 Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of December 28, 2009, by and between Grantors and Agent, as amended, modified, extended or restated from time to time (the "Amended Security Agreement"), that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of December 23, 2014, by and between Grantors and Agent (the "Amended Credit Agreement"), and that certain First Amendment to Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of December 23, 2014, by and between Grantors and Agent (the "First Amendment to Amended 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 First Amendment to Amended Security 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 First Amendment to Amended Security Agreement was recorded with the United States Patent and Trademark Office on December 26, 2014 at trademark assignment Reel 5429, Frame 0559.

**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 Amended Security Agreement, Amended Credit Agreement and/or First Amendment to Amended Security Agreement, and used herein, have the meaning given to them in the Amended Security Agreement, Amended Credit Agreement and/or First Amendment to Amended 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]

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.

By: Chris Ristau

Title: Chief Financial Officer

EFLATBED.COM, INC.

By: Chris Ristau

Title: Chief Financial Officer

PLS BUSINESS SERVICES, INC.

By: \_\_\_\_\_\_ Name: Chris Ristau

Title: Chief Financial Officer

QUADRIVIUS BUSINESS SERVICES, INC.

Name: Chris Ristau

Title: Chief Financial Officer

QUADRIVIUS TECHNOLOGY SOLUTIONS,

INC.

By: Name: Chric Rict:

Name: Chris Ristau

Title: Chief Financial Officer

QUADRIVIUS HOLDINGS, INC.

Name: Chris Ristau

Title: Chief Financial Officer

[Signature Page to Termination and Release of Patent, Trademark and Copyright Security Interest]

By:

## **AGENT:**

PNC BANK, NATIONAL ASSOCIATION

By: Name: Title:

Vice President

# **SCHEDULE I**

# Trademark Registrations

PLEOGOR	TRADEMARK	TRADEMARK REGISTRATION/ APPLICATION NUMBER	DATE OF REGISTRATION/ APPLICATION
Pittsburgh Logistics Systems, Inc.	Pittsburgh Logistics Systems, Inc. (Principal Register)	2,024,885	12/24/96
effatbed.com, inc.	eflathed.com, inc. (Principal Register) (stylized)	2,549,400	03/19/02
eflathed.com, inc.	eflathed.com, inc. (Principal Register) (stylized)	2,555,250	04/02/02
eflathed.com, inc.	eflathed.com (Principal Register) (stylized)	2,485,896	09/04/01
eflathed.com, inc.	eflathed.com (Principal Register) (stylized)	2,593,804	07/06/02
eflatbed.com, inc.	eflatical.com (Principal Register)	2,473,711	07/31/01
Pittsburgh Logistics Systems, Inc.	PI.S	3,551,118	12/23/08
Pittsburgh Logistics Systems, Inc.	PLS Logistics Services and diamond logo (vertical)	3,561,984	01/13/09
Pittsburgh Logistics Systems, Inc.	PLS Logistics Services and diamond logo (horizontal)	3,561,983	01/13/09
Pittsburgh Logistics Systems, Inc.	PLS Logistics Services and related design	3,561,981	01/13/09

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Pittsburgh Logistics Systems, Inc.	Diamond logo	3,554,872	12/30/08
Pittsburgh Logistics Systems, Inc.	PLS Freight Solutions and diamond logo (horizontal)	3,562,135	01/13/09
Pittsburgh Logistics Systems, Inc.	PLS Freight Solutions	3,562,134	01/13/09
Pittsburgh Logistics Systems, Inc.	PLS PRO SYSTEM	3,891,265	12/14/10
eflatbed.com, inc.	EFLATBED.COM	4,260,329	12/18/12

Patents None.

Copyrights None.

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**RECORDED: 01/03/2019**