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### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM522703

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		05/08/2019	Bank: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Neovia Logistics IP Holdings, LP	
Street Address:	6363 North State Highway 161	
City:	Irving	
State/Country:	TEXAS	
Postal Code:	75038	
Entity Type:	Limited Partnership: DELAWARE	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	85783553	NEOVIA
Serial Number:	85733949	

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1079865 TM
NAME OF SUBMITTER:	Brandon Okun
SIGNATURE:	/Brandon Okun/
DATE SIGNED:	05/08/2019

**Total Attachments: 6** 

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#### RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of May 8, 2019 (this "Release"), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Collateral Agent") pursuant to that certain Indenture dated as of July 31, 2012 (as amended, amended and restated, extended, supplemented or otherwise modified from time to time, the "Indenture"), in favor of NEOVIA LOGISTICS IP HOLDINGS, LP, a Delaware limited partnership (the "Pledgor"). Capitalized terms used but not defined herein shall have the meanings set forth in the Trademark Security Agreement or the Security Agreement (each as defined below), as applicable.

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the Collateral Agent and the Pledgor are parties to (i) that certain Security Agreement, dated as of July 31, 2012 (as amended, amended and restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of March 3, 2015 (as amended, amended and restated, extended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement), a lien on and security interest in and to all of the Pledgor's right, title and interest in, to and under the Trademark Collateral (as defined below), including the items set forth on Schedule 1 hereto;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("<u>USPTO</u>") on May 26, 2015, on Reel 5523, Frame 0476; and

**WHEREAS**, the Collateral Agent agrees to fully discharge, terminate and release its lien on and security interest in and to all of the Pledgor's right, title and interest in, to and under the Trademark Collateral specified below as herein provided.

**NOW THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Security Interest in Trademark Collateral. The Collateral Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and security interest in and to all of the Pledgor's right, title and interest in, to and under all the following (the "<u>Trademark Collateral</u>") arising under the Trademark Security Agreement or the Security Agreement:

(a) Trademarks of the Pledgor listed on Schedule I attached hereto;

- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 2. Recordation of Release. The Collateral Agent hereby authorizes the Pledgor, or the Pledgor's authorized representative or representatives, as the case may be, to (a) record this Release with the USPTO and/or any other applicable governmental office or agency and (b) file UCC financing statement amendment with the applicable filing office in order to memorialize the release of the Security Interest of the Collateral Agent in the Trademark Collateral. The Collateral Agent further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the Pledgor's sole expense.

The Collateral Agent further agrees, upon the reasonable request of the Pledgor, to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Pledgor may reasonably require to effect the intent and purpose of this Termination, provided that all such documents are to be prepared by Pledgor, and approved by the Collateral Agent, and the cost and expense of such documents and actions shall be borne solely by Pledgor.

SECTION 3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

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**IN WITNESS WHEREOF,** this Release of Security Interest in Trademark Collateral has been duly executed as of the date first written above.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By:

Name: Quinton M. DePompolo

Title: Banking Officer

[Signature Page to Release of Security Interest in Trademarks]

## **SCHEDULE I**

# RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS TRADEMARK REGISTRATIONS AND APPLICATIONS

# **Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Neovia Logistics IP Holdings, LLC	1527375	Neovia - Australia
Neovia Logistics IP Holdings, LLC	1515446	Neovia Logo - Australia
Neovia Logistics IP Holdings, LLC	011019338	Neovia - CTM
Neovia Logistics IP Holdings, LLC	2429709	Neovia - India
Neovia Logistics IP Holdings, LLC	2012-076304	Neovia - Japan
Neovia Logistics IP Holdings, LLC	1328855	Neovia - Mexico
Neovia Logistics IP Holdings, LLC	1313066	Neovia Logo - Mexico
Neovia Logistics IP Holdings, LLC	2012/80546	Neovia Logo - Turkey
Neovia Logistics IP Holdings, LLC	179679	Neovia Logo - United Arab Emirates
Neovia Logistics IP Holdings, LLC	85/783553	Neovia - U.S.

# **Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
Neovia Logistics IP Holdings,	905325052	Neovia Logo - Brazil
LLC		
	905325125	
Neovia Logistics IP Holdings,	1602914	Neovia - Canada
LLC		
Neovia Logistics IP Holdings,	1599097	Neovia Logo - Canada
LLC		
Neovia Logistics IP Holdings,	1039885	Neovia - Chile
LLC		
Neovia Logistics IP Holdings,	1027692	Neovia Logo - Chile
LLC		
Neovia Logistics IP Holdings,	1027692	Neovia - China
LLC		

TRADEMARK REEL: 006640 FRAME: 0763

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OWNER	APPLICATION NUMBER	TRADEMARK
Neovia Logistics IP Holdings,	11633437	Neovia Logo - China
LLC	11633438	
	11633439	
Neovia Logistics IP Holdings, LLC	281625	Neovia - Egypt
	281626	
	281627	
Neovia Logistics IP Holdings,	79454	Neovia Logo - Egypt
LLC	279455	
	279456	
Neovia Logistics IP Holdings, LLC	2399309	Neovia Logo - India
Neovia Logistics IP Holdings, LLC	J002012057280	Neovia - Indonesia
LLC	J002012057283	
	J002012057285	
	J002012050919	
	J002012050920	
	J002012050921	
Neovia Logistics IP Holdings, LLC	1328854	Neovia - Mexico
LLC	1328856	
Neovia Logistics IP Holdings, LLC	1313070	Neovia Logo - Mexico
Neovia Logistics IP Holdings, LLC	2012741759	Neovia - Russian Federation
Neovia Logistics IP Holdings, LLC	2012736594	Neovia Logo -Russian Federation
Neovia Logistics IP Holdings, LLC	T1217511E	Neovia - Singapore
Neovia Logistics IP Holdings, LLC	T1213897Z	Neovia Logo - Singapore
Neovia Logistics IP Holdings, LLC	2012/31675	Neovia - South Africa
	31676	
	31677	

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OWNER	APPLICATION NUMBER	TRADEMARK
Neovia Logistics IP Holdings, LLC	2012/26886	Neovia Logo - South Africa
	26887	
Neovia Logistics IP Holdings, LLC	2012/96216	Neovia - Turkey
Neovia Logistics IP Holdings, LLC	182318	Neovia - United Arab Emirates
	182319	
	182320	
Neovia Logistics IP Holdings, LLC	179680	Neovia Logo -United Arab Emirates
Neovia Logistics IP Holdings, LLC	85/733949	Neovia Logo - U.S.
Neovia Logistics IP Holdings, LLC	2012-024936	Neovia - Venezuela
	024937	
	024938	
Neovia Logistics IP Holdings, LLC	2013-004558	Neovia Logo - Venezuela
	2013-004559	
Neovia Logistics IP Holdings, LLC	905325052	Neovia Logo - Brazil
	905325125	

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**RECORDED: 05/08/2019**