

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524020

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS - Release of Reel/Frame - 6505/0284		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BNP Paribas		05/15/2019	Société Anonyme (Sa): FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AFN, LLC		
<b>Street Address:</b>	7350 N. Dobson Road		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85256		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4346413	AFN	
<b>Registration Number:</b>	4346415	THE BEST WAY EVERY DAY	
<b>Registration Number:</b>	5416348	PEOPLE-POWERED LOGISTICS	
<b>Serial Number:</b>	87893103	GREENLOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>			
<b>Phone:</b>	212.310.8000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Sean McClay		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Sean McClay-68500.0329		
<b>NAME OF SUBMITTER:</b>	Sean McClay		
<b>SIGNATURE:</b>	/Sean McClay/		
<b>DATE SIGNED:</b>	05/15/2019		

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**Total Attachments: 4**

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**RELEASE OF FIRST LIEN SECURITY INTEREST  
IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of May 15, 2019, by **BNP Paribas**, in its capacity as collateral agent (in such capacity, the “First Lien Collateral Agent”), in favor of **AFN, LLC** (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the First Lien AFN Trademark Security Agreement (defined below), or if not defined therein, in the First Lien Guarantee and Collateral Agreement (defined below).

**WITNESSETH:**

**WHEREAS**, the Grantor is a party to that certain Guarantee and Collateral Agreement, dated as of June 29, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Guarantee and Collateral Agreement”) in favor of the First Lien Collateral Agent, pursuant to which the Grantor executed and delivered that certain First Lien Trademark Security Agreement, dated as of October 16, 2018, by and among the Grantor and the First Lien Collateral Agent (the “First Lien AFN Trademark Security Agreement”);

**WHEREAS**, pursuant to the First Lien AFN Trademark Security Agreement, the Grantor pledged and granted to the First Lien Collateral Agent security interest in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property (collectively, the “Trademarks”);

**WHEREAS**, the First Lien AFN Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6506, Frame 0284 on October 17, 2018;

**WHEREAS**, the First Lien Collateral Agent acknowledges full payment and performance of the Obligations and accordingly has agreed to release its lien on and security interest in and to all of the right, title, and interest of the Grantor in the Trademarks, and to reconvey any and all rights in the Trademarks to the Grantor.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the First Lien Collateral Agent hereby releases, relinquishes and discharges, with respect to the Grantor, all of its lien on and security interest in and to all of the Grantor’s right, title, and interest in, to and under the Trademarks, and re-assigns to the Grantor any and all right, title or interest it may have in such Trademarks.


The First Lien Collateral Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to: (a) record this Release with United States Patent and Trademark Office or any other applicable governmental office and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the First Lien Collateral Agent's lien on and security interest in the Trademarks. The First Lien Collateral Agent agrees to execute and deliver to the Grantor all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademarks which had been granted under the First Lien AFN Trademark Security Agreement.

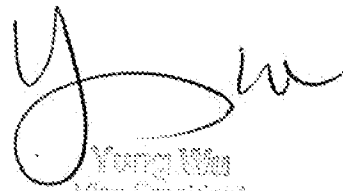
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the First Lien Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

**BNP PARIBAS**,  
as the First Lien Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: *Director of Corporate  
Development*

  
Yang Wu  
Vice President

**SCHEDULE 1**

<b>Grantor</b>	<b>Mark</b>	<b>Mark Type</b>	<b>Reg./Ser. No.</b>	<b>Filing Date</b>	<b>Current Status</b>
AFN, LLC	AFN	Standard Character	4,346,413	10/4/2012	Registered 06/04/2013
AFN, LLC	THE BEST WAY EVERY DAY	Standard Character	4,346,415	10/4/2012	Registered 06/04/2013
AFN, LLC	PEOPLE-POWERED LOGISTICS	Standard Character	5,416,348	7/13/2017	Registered 03/06/2018
AFN, LLC	GREENLOCK	Standard Character	87,893,103	4/25/2018	Filed for registration