

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524021

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS - Release of Reel 6368 Frame 0933

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP Paribas		05/15/2019	Société Anonyme (Sa): FRANCE

RECEIVING PARTY DATA

Name:	GlobalTranz Enterprises, Inc.
Street Address:	7350 N. Dobson Road
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85256
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4867897	GLOBALTRANZ AUTHORIZED AGENT
Registration Number:	4738070	GLOBALTRANZ FREIGHT DRIVEN BY TECHNOLOGY
Registration Number:	4871569	POWERED BY GLOBALTRANZ
Registration Number:	4843880	GLOBALTRANZ FREIGHT DRIVEN BY TECHNOLOGY
Registration Number:	4245436	GLOBALTRANZ
Registration Number:	4314995	CARRIERRATE
Registration Number:	4100443	CARRIERRATE.COM
Registration Number:	3083325	GLOBALTRANZ
Registration Number:	5251273	GLOBALTRANZ
Registration Number:	5251224	GLOBALTRANZ
Registration Number:	5251223	GLOBALTRANZ
Registration Number:	5255730	FREIGHT DRIVEN BY TECHNOLOGY
Registration Number:	5255604	GTZNEWS
Registration Number:	5410241	SHIPPERCENTER
Registration Number:	5415536	COMMANDCENTER

CORRESPONDENCE DATA

Fax Number: 2123108007

TRADEMARK

REEL: 006647 FRAME: 0988

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: 212.310.8000
Email: juan.arias@weil.com
Correspondent Name: Sean McClay
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: NEW YORK, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Sean McClay-68500.0329
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NAME OF SUBMITTER:	Sean McClay
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SIGNATURE:	/Sean McClay/
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DATE SIGNED:	05/15/2019
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Total Attachments: 5

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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 for the Secured Parties (in such capacity, the “First Lien Collateral Agent”), in favor of **GlobalTranz Enterprises, Inc.** (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the First Lien 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 Trademark Security Agreement, dated as of June 29, 2018, by and among the Grantor and the First Lien Collateral Agent (the “First Lien Trademark Security Agreement”);

WHEREAS, pursuant to the First Lien 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 Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6368, Frame 0933 on June 29, 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 Trademark Security Agreement.

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

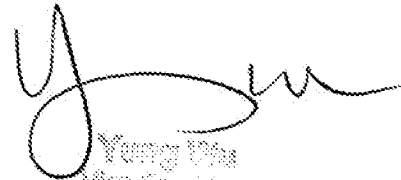
[Signature page follows]

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: Christine Serrano
Title: Director


Yong Wu
Vice President

{Signature Page to First Lien Release of Security Interest in Trademarks}

TRADEMARK
REEL: 006647 FRAME: 0992

SCHEDULE 1

Grantor	Mark	Mark Type	Reg./Ser. No.	Filing Date	Current Status
GlobalTranz Enterprises, Inc.	GLOBALTRANZ AUTHORIZED AGENT	Standard Character	4,867,897	8/8/2014	Registered 12/08/2015
GlobalTranz Enterprises, Inc.	GLOBALTRANZ FREIGHT DRIVEN BY TECHNOLOGY	Standard Character	4,738,070	8/8/2014	Registered 05/19/2015
GlobalTranz Enterprises, Inc.	POWERED BY GLOBALTRANZ	Standard Character	4,871,569	8/8/2014	Registered 12/15/15
GlobalTranz Enterprises, Inc.		Words, Letters, and/or Numbers in Stylized Form	4,843,880	8/8/2014	Registered 11/03/2015
GlobalTranz Enterprises, Inc.	GLOBALTRANZ	Standard Character	4,245,436	4/2/2012	Registered 11/20/2012
GlobalTranz Enterprises, Inc.	CARRIERRATE	Standard Character	4,314,995	9/28/2011	Registered 04/02/2013
GlobalTranz Enterprises, Inc.	CARRIERRATE.COM	Standard Character	4,100,443	9/2/2011	Registered 02/14/2012
GlobalTranz Enterprises, Inc.	GLOBALTRANZ	Standard Character	3,083,325	9/27/2004	Registered 04/18/2006 Renewed 06/06/2016
GlobalTranz Enterprises, Inc.	GLOBALTRANZ	Standard Character	5,251,273	1/18/2017	Registered 07/25/2017
GlobalTranz Enterprises, Inc.	GLOBALTRANZ	Words, Letters, and/or Numbers in Stylized Form	5,251,224	1/6/2017	Registered 07/25/2017
GlobalTranz Enterprises, Inc.		Words, Letters, and/or Numbers in Stylized Form	5,251,223	1/6/2017	Registered 07/25/2017
GlobalTranz Enterprises, Inc.	FREIGHT DRIVEN BY TECHNOLOGY	Standard Character	5,255,730	1/6/2017	Registered 08/01/2017

Grantor	Mark	Mark Type	Reg./Ser. No.	Filing Date	Current Status
GlobalTranz Enterprises, Inc.	GTZNEWS	Standard Character	5,255,604	1/4/2017	Registered 08/01/2017
GlobalTranz Enterprises, Inc.	SHIPPERCENTER	Standard Character	5,410,241	1/4/2017	Registered 02/27/2018
GlobalTranz Enterprises, Inc.	COMMANDCENTER	Standard Character	5,415,536	1/4/2017	Registered 03/06/2018