

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

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
Name:	AFN, LLC
Street Address:	7350 N. Dobson Road
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85256
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4346413	AFN
Registration Number:	4346415	THE BEST WAY EVERY DAY
Registration Number:	5416348	PEOPLE-POWERED LOGISTICS
Serial Number:	87893103	GREENLOCK
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

TRADEMARK

Property Type	Number	Word Mark
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
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
NAME OF SUBMITTER:	Sean McClay
SIGNATURE:	/Sean McClay/
DATE SIGNED:	05/17/2019

Total Attachments: 5
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**RELEASE OF SECOND LIEN SECURITY INTEREST
IN TRADEMARKS**

This **RELEASE OF SECOND LIEN 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 “Second Lien Collateral Agent”), in favor of **GlobalTranz Enterprises, Inc.** and **AFN, LLC** (the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Second Lien Trademark Security Agreement (defined below), or if not defined therein, in the Second Lien Guarantee and Collateral Agreement (defined below).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Second Lien Guarantee and Collateral Agreement, dated as of October 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Guarantee and Collateral Agreement”) in favor of the Second Lien Collateral Agent, pursuant to which the Grantors executed and delivered that certain Second Lien Trademark Security Agreement, dated as of October 16, 2018, by and among the Grantors and the Second Lien Collateral Agent (the “Second Lien Trademark Security Agreement”);

WHEREAS, pursuant to the Second Lien Trademark Security Agreement, the Grantors pledged and granted to the Second Lien Collateral Agent security interest in all of each 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 I 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 Second 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 Grantors in the Trademarks, and to reconvey any and all rights in the Trademarks to the Grantors.

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


The Second Lien Collateral Agent hereby authorizes the Grantors, or the Grantors' 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 Second Lien Collateral Agent's lien on and security interest in the Trademarks. The Second Lien Collateral Agent agrees to execute and deliver to the Grantors 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 Second Lien Trademark Security Agreement.

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

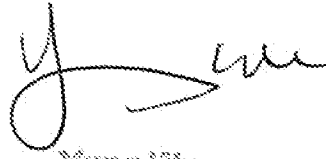
[Signature page follows]

IN WITNESS WHEREOF, the Second 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 Second Lien Collateral Agent

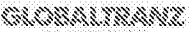
By: 

Name: 
Title: 



Yung Ma
Vice President

SCHEDULE 1

Grantor	Mark	Mark Type	Reg./Ser. No.	Filing Date	Current Status
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
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

Grantor	Mark	Mark Type	Reg./Ser. No.	Filing Date	Current Status
GlobalTranz Enterprises, Inc.	GLOBALTRANZ	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
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