# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM526951

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent for the Secured Parties		06/07/2019	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Greatwide Logistics Services, LLC	
Street Address:	5333 Davidson Hwy.	
City:	Concord	
State/Country:	NORTH CAROLINA	
Postal Code:	28027	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2858351	TOTAL DISTRIBUTION

## CORRESPONDENCE DATA

Fax Number: 2128366337

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: 2128367319

paul.somelofske@arnoldporter.com Email:

**Correspondent Name:** Paul J. Somelofske c/o

Arnold & Porter Kaye Scholer LLP Address Line 1:

Address Line 2: 250 West 55th street

Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER: Paul J. Somelofske	
SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	06/07/2019

#### **Total Attachments: 4**

source=[Executed] Release of Trademark Security Agreement 4961-0937#page1.tif source=[Executed] Release of Trademark Security Agreement 4961-0937#page2.tif source=[Executed] Release of Trademark Security Agreement 4961-0937#page3.tif source=[Executed] Release of Trademark Security Agreement 4961-0937#page4.tif

# RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release"), dated as of June 7, 2019 (the "Effective Date"), is made by BANK OF AMERICA, N.A., as agent for the Secured Parties (as defined in the Loan Agreement referenced below) (the "Agent"), in favor of GREATWIDE LOGISTICS SERVICES, LLC (the "Grantor").

WHEREAS, the Grantor and the Agent are parties to that certain Loan and Security Agreement, dated as of February 20, 2009 (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement") among the Grantor, Cardinal Logistics Management Corporation and each of their respective direct and indirect domestic subsidiaries (collectively, the "Borrowers"), certain other parties and the Agent;

WHEREAS, pursuant to the Loan Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of February 12, 2013 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 13, 2013 at Reel/Frame 4961/0937.

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Loan Agreement or the Trademark Security Agreement, as applicable.
- 2. <u>Release</u>. Without recourse, representation or warranty, the Agent hereby releases, discharges, terminates and cancels all of its continuing security interest in and Lien upon all of the following of the Grantor (the "Trademark Collateral"):
- a. all of its trademarks, trade names, trade dress and service marks, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications for registration or recording in connection therewith, all whether now owned or hereafter acquired by it, including, without limitation, those referred to on Schedule 1 hereto (the "<u>Trademarks</u>");
  - b. all renewals and extensions of the foregoing;
  - c. all goodwill associated with the use of each such Trademark; and
- d. all Proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Loan Agreement or Trademark Security Agreement (other than the security interest and Lien referenced in Section 2), the Agent hereby, without recourse, representation or warranty of any

kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor. The parties hereto authorize and request the Commissioner for Trademarks and any other applicable government officer to record this Release against the Trademark Collateral.

3. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Dute:

BANK OF AMERICA, N.A., as Agent

By:

Name: Matthew Bourgeois Title: Senior Vice President

[Signature Page to Release of Security Interest in Trademark Collaboral - 04961-0937]

# **SCHEDULE 1**

# TRADEMARK AND TRADEMARK APPLICATIONS

Trademark	Registration/Application No.
TOTAL DISTRIBUTION	2,858,351

**RECORDED: 06/07/2019**