

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, as NOTES COLLATERAL AGENT		05/12/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	INTERPOOL, INC.		
Street Address:	750 College Road East		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	883915	IP	
Registration Number:	2224719	POOLSTAT	
Registration Number:	882249	INTERPOOL	
Registration Number:	4118233	TRAC ASSIST	
Registration Number:	3969906	TRAC INTERMODAL	
Registration Number:	3966171	TRAC CONNECT	
Registration Number:	3930127	TRAC INTERMODAL	
Registration Number:	3930126	TRAC INTERMODAL	
Registration Number:	4519204	TRAC TITAN	
Registration Number:	4507834	TRAC TITAN	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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>			
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		

OP \$265.00 883915

Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 031391.000021

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 02/14/2020

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Termination and Release of Security Interest in Trademark Rights (this “Release”), dated as of May 12, 2017, is granted by Wells Fargo Bank, National Association, in its capacity as collateral agent for itself and on behalf of the holders of the Notes (as defined below) (the “Notes Collateral Agent”), in favor of Interpool, Inc. (“Interpool”), with respect to the Trademark Collateral (as defined below).

WITNESSETH:

WHEREAS, Trac Intermodal LLC (the “Company”) and Trac Intermodal Corp. (the “Co-Issuer”) issued the 11% Senior Secured Notes due 2019 (the “Notes”) on August 9, 2012, pursuant to the Indenture, dated as of August 9, 2012, by and among the Company, the Co-Issuer, the guarantors named therein and the Notes Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), upon the terms and subject to the conditions set forth in the Indenture;

WHEREAS, in connection with the Indenture, Interpool executed and delivered a Pledge and Security Agreement, dated as of August 9, 2012, in favor of the Notes Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Interpool and the Notes Collateral Agent entered into that certain Security Interest in Trademark Rights, effective as of October 3, 2012, which was recorded in the United States Patent and Trademark Office on November 5, 2012 at Reel 004894, Frame 0064 (the “First Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Interpool and the Notes Collateral Agent entered into that certain Grant of Security Interest in Trademark Rights, effective as of December 10, 2015, which was recorded in the United States Patent and Trademark Office on January 25, 2016 at Reel 005715, Frame 0147 (the “Second Trademark Security Agreement,” and together with the First Trademark Security Agreement, the “Trademark Security Agreements”);

WHEREAS, under the Trademark Security Agreements, Interpool granted to the Notes Collateral Agent a security interest in all of Interpool’s right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Notes Collateral Agent now desires to release any and all security interests, and any other lien, it has in the Trademark Collateral (as defined below).

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

1. Definitions. The term “Trademark Collateral” means all of Interpool’s right, title and interest in, whether now owned by or owing to, or hereafter acquired or arising in favor of Interpool (including under any trade name or derivation thereof), and regardless of where located, any and all of the following, including those items listed on Schedule A hereto: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and demands for royalties owing; and (d) all rights corresponding to any of the foregoing throughout the world. Unless otherwise defined herein or the context otherwise requires, terms

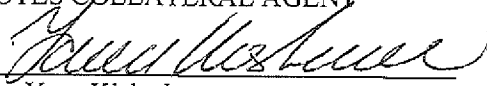
used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

2. Release of Security Interest. The Notes Collateral Agent hereby absolutely, unconditionally and irrevocably terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of Interpool and its successors and assigns, each security interest granted to the Notes Collateral Agent under the Security Agreement and the Trademark Security Agreements in the Trademark Collateral, and any other security interests, liens, right, title or interest that the Notes Collateral Agent or its predecessors, successors and assigns may have in or to the Trademark Collateral. The Notes Collateral Agent acknowledges and agrees that the Security Agreement, the Trademark Security Agreements and any other agreement under which Interpool has granted it a collateral mortgage, pledge, hypothecation, grant, assignment, lien or security interest in, to or under the Trademark Collateral have been terminated with respect to the Trademark Collateral, and any and all right, title and interest of the Notes Collateral Agent in the Trademark Collateral shall hereby cease and become void.
3. Recordation; Further Assurances. The parties hereto authorize and request that the Commissioner for Trademarks at the United States Patent and Trademark Office or its delegate record this Release against the Trademark Collateral. The Notes Collateral Agent agrees to perform, at Interpool's expense, all further acts and provide, execute and/or deliver all further information, authorization, documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release.
4. Representations and Warranties. The Notes Collateral Agent hereby represents and warrants that it has full authority to execute and deliver this Release.
5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.
6. Miscellaneous. As used in this Release, the word "including" is not intended to be exclusive, or to limit the generality of the preceding words, and means "including, without limitation." This Release may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts. This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Release shall not waive any of its rights under such terms or provisions. This Release shall be binding upon the Notes Collateral Agent's representatives, successors, assigns and transferees and is made in favor of and for the benefit of Interpool and its successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their duly authorized representatives as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as NOTES COLLATERAL AGENT

By 
Name: Yana Kislenko
Title: Vice President
Date: May 12, 2017

INTERPOOL, INC.

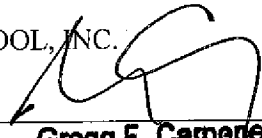
By _____
Name: _____
Title: _____
Date: May 12, 2017

[Signature page to trademark release]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their duly authorized representatives as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as NOTES COLLATERAL AGENT

By _____
Name: Tina D. Gonzalez
Title: Vice President
Date: May 12, 2017

INTERPOOL, INC.
By  _____
Name: **Gregg F. Carpane**
Title: **Executive Vice President**
Date: May 12, 2017

[Signature page to trademark release]

TRADEMARK
REEL: 006864 FRAME: 0976

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration Date	Registration Number
IP AND DESIGN	January 6, 1970	# 883,915
POOLSTAT	February 16, 1999	# 2,224,719
INTERPOOL	December 9, 1969	# 882,249
TRAC ASSIST	March 27, 2012	# 4,118,233
TRAC INTERMODAL AND DESIGN	May 31, 2011	# 3,969,906
TRAC CONNECT	May 24, 2011	# 3,966,171
TRAC INTERMODAL	March 8, 2011	# 3,930,127
TRAC INTERMODAL	March 8, 2011	# 3,930,126
TRAC TITAN	April 22, 2014	# 4,519,204
TRAC TITAN	April 1, 2014	# 4,507,834