

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562287

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		02/12/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TRAC INTERSTAR LLC		
Street Address:	750 College Road East		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4401432	INTERSTAR FLEET SERVICES	
Registration Number:	4351585	GO SMARTLY.	
Registration Number:	4351581	INTERSTAR BREAKDOWN	
Registration Number:	4351580	INTERSTAR MAINTENANCE	
Registration Number:	4351515	INTERSTAR MAINTENANCE	
Registration Number:	4351514	INTERSTAR BREAKDOWN	
Registration Number:	4351513	INTERSTAR FLEET SERVICES	
Registration Number:	2402787	INTERSTAR	
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		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		

OP \$215.00 4401432

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 February 12, 2020, 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 Trac Interstar LLC, a Delaware limited liability company (“Grantor”), a wholly-owned subsidiary of Interpool, Inc., a Delaware corporation (“Interpool”), with respect to the Trademark Collateral (as defined below).

W I T N E S S E T H :

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 a joinder agreement dated as of March, 24, 2016, Grantor became a party to the Security Agreement;

WHEREAS, pursuant to the Security Agreement, Grantor and the Notes Collateral Agent entered into that certain Grant of Security Interest in Trademark Rights, effective as of May 10, 2016, which was recorded in the United States Patent and Trademark Office on June 2, 2016 at Reel 005804, Frame 0949 (the “Trademark Security Agreement”);

WHEREAS, under the Trademark Security Agreement, Grantor granted to the Notes Collateral Agent a security interest in and to all of Grantor’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 Grantor’s right, title and interest in, whether now owned by or owing to, or hereafter acquired or arising in favor of Grantor (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 Grantor 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 Grantor 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 Grantor'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 Grantor 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 Melissa Hemcock
Name: Melissa Hemcock
Title: Vice President
Date: February 12, 2020

TRAC INTERSTAR LLC

By _____
Name: _____
Title: _____
Date: _____

[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: _____
Title: _____
Date: _____

TRAC INTERSTAR, LLC





By _____
Name: Gregg F. Carpend
Title: Chief Legal Officer
Date: 2/13/2020

[Signature page to trademark release]

Schedule A

TRADEMARKS

U.S. Trademark Registrations and Applications

Mark	Reg. No.	Reg. Date
INTERSTAR FLEET SERVICES & Design  INTERSTAR FLEET SERVICES	4401432	09/10/13
GO SMARTLY	4351585	06/11/13
INTERSTAR BREAKDOWN & Design  INTERSTAR BREAKDOWN	4351581	06/11/13
INTERSTAR MAINTENANCE  INTERSTAR MAINTENANCE	4351580	06/11/13
INTERSTAR MAINTENANCE	4351515	06/11/13
INTERSTAR BREAKDOWN	4351514	06/11/13
INTERSTAR FLEET SERVICES	4351513	06/11/13
INTERSTAR	2402787	11/07/00