

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keybank National Association		02/14/2020	National Banking Association:
RECEIVING PARTY DATA			
Name:	American Freight, Inc. f/k/a American Freight of Ohio, Inc.		
Street Address:	680 Sunbury Road		
City:	Delaware		
State/Country:	OHIO		
Postal Code:	43015		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3875531	NORDICREST	
Registration Number:	2973591	STEWART & HAMILTON	
Registration Number:	3362041	AMERICAN FREIGHT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	02/18/2020		
Total Attachments: 4			
source=Keybank#page1.tif			
source=Keybank#page2.tif			
source=Keybank#page3.tif			
source=Keybank#page4.tif			

CH \$90.00 3875531

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of February 14, 2020 ("Termination and Release"), is made by **KEYBANK NATIONAL ASSOCIATION** ("Collateral Agent"), in its capacity as collateral agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) in favor of American Freight, Inc. f/k/a American Freight of Ohio, Inc., an Ohio corporation (the "Grantor"). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement or the Trademark Security Agreement, as applicable.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of October 31, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Guarantee and Collateral Agreement"), by and among, inter alios, the Grantor and the Collateral Agent, the Grantor executed a Trademark Security Agreement, dated as of October 31, 2014 (the "Trademark Security Agreement"), recorded with the United States Patent and Trademark Office on November 7, 2014 at Reel 5396, Frame 0470, pursuant to which the Grantor assigned and pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in and lien on all right title or interest in or to the Trademark Collateral, including certain trademarks and/or trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Collateral Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest and lien on all right, title or interest in or to the Trademark Collateral and reassign any and all rights, title, and interest in the same to Grantor.

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

1. Collateral Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates and releases its security interest and lien on all right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

2. Collateral Agent hereby reassigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Collateral Agent, any and all of Collateral Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Collateral Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

4. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

KEYBANK NATIONAL ASSOCIATION, as
Collateral Agent

By:

Name: Ari Deutchman

Title: Senior Vice President

[Signature Page to Termination and Release of Trademark Security Agreement]

TRADEMARK
REEL: 006866 FRAME: 0800

SCHEDULE A
TO
TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

RELEASEE: AMERICAN FREIGHT, INC. f/k/a AMERICAN FREIGHT OF OHIO, INC.

Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
United States	NORDICREST	77812162	August 25, 2009	3875531	November 16, 2010
United States	STEWART & HAMILTON	78283066	August 5, 2003	2973591	July 19, 2005
United States	AMERICAN FREIGHT	77161364	August 20, 2007	3362041	January 1, 2008