

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM569284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		03/27/2020	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INTERPOOL, INC.		
<b>Street Address:</b>	750 COLLEGE ROAD EAST		
<b>City:</b>	PRINCETON		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08540		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	883915	IP	
<b>Registration Number:</b>	2224719	POOLSTAT	
<b>Registration Number:</b>	882249	INTERPOOL	
<b>Registration Number:</b>	4118233	TRAC ASSIST	
<b>Registration Number:</b>	3969906	TRAC INTERMODAL	
<b>Registration Number:</b>	3966171	TRAC CONNECT	
<b>Registration Number:</b>	3930127	TRAC INTERMODAL	
<b>Registration Number:</b>	3930126	TRAC INTERMODAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Ste 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1204723 TM Rel 2		

OP \$215.00 883915

<b>NAME OF SUBMITTER:</b>	MACKENZIE KORF
<b>SIGNATURE:</b>	/MACKENZIE KORF/
<b>DATE SIGNED:</b>	03/27/2020
<b>Total Attachments: 4</b> source=TRAC - Trademark Release (Notice of Succession of Agency) (Execution Version)#page2.tif source=TRAC - Trademark Release (Notice of Succession of Agency) (Execution Version)#page3.tif source=TRAC - Trademark Release (Notice of Succession of Agency) (Execution Version)#page4.tif source=TRAC - Trademark Release (Notice of Succession of Agency) (Execution Version)#page5.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Release”), dated as of March 27, 2020 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Administrative Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of August 9, 2012, by and among the Agent, as successor in such capacity to JPMorgan Chase Bank, N.A., (the “Prior Agent”), the Grantor and certain other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor pledged and granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in and to certain collateral, including Trademarks;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Security Interest in Trademark Rights, dated as of August 9, 2012 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on October 15, 2012 at Reel/Frame 4881/0545, reaffirming Grantor’s intent to pledge and grant to the Prior Agent a continuing security interest in, and a right of setoff against, all of Grantor’s right, title and interest in, to and under the Trademark Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Prior Agent executed and delivered a Notice of Succession of Agency, dated as of December 10, 2015 (“Notice of Succession”), which was recorded with the United States Patent and Trademark Office on December 14, 2015 at Reel/Frame 5687/0380, confirming that the Prior Agent was succeeded to and replaced by Agent as the Administrative Agent under the Security Agreement, and transferring the Prior Agent’s security interest under the Security Agreement and the Trademark Security Agreement to the Agent;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral (as that term is defined in the Trademark Security Agreement), including without limitation the items set forth on Schedule I attached hereto. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. 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.

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

**BANK OF AMERICA, N.A. acting in its  
capacity as Administrative Agent for the  
Lenders**



By: \_\_\_\_\_

Name: Matthew T. O'Keefe

Title: Senior Vice President

**GRANTORS:**

**INTERPOOL, INC.**

By: 

Name: Jennifer L. Polli

Title: President & Chief Executive Officer

*[Signature Page to Release of Security Interest in Trademarks]*

**TRADEMARK**  
**REEL: 006901 FRAME: 0712**

**SCHEDULE I**

<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Reg. No.</b>
Interpool, Inc.	IP	72294283	883915
Interpool, Inc.	POOLSTAT	75256753	2224719
Interpool, Inc.	INTERPOOL	72294284	882249
Interpool, Inc.	TRAC ASSIST	85377829	4118233
Interpool, Inc.	TRAC INTERMODAL	85140452	3969906
Interpool, Inc.	TRAC CONNECT	85140246	3966171
Interpool, Inc.	TRAC INTERMODAL	85038114	3930127
Interpool, Inc.	TRAC INTERMODAL	85038106	3930126