

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604165

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900563315

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK, N.A.		08/07/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	ROADRUNNER TRANSPORTATION SYSTEMS, INC.
Street Address:	4900 S. PENNSYLVANIA AVE.
City:	Cudahy
State/Country:	WISCONSIN
Postal Code:	53110
Entity Type:	Corporation: DELAWARE
Name:	ACTIVE AERO GROUP, INC.
Street Address:	4900 S. PENNSYLVANIA AVE.
City:	CUDAHY
State/Country:	WISCONSIN
Postal Code:	53110
Entity Type:	Corporation: DELAWARE
Name:	MESCA FREIGHT SERVICES, LLC
Street Address:	4900 S. PENNSYLVANIA AVE.
City:	CUDAHY
State/Country:	WISCONSIN
Postal Code:	53110
Entity Type:	Limited Liability Company: DELAWARE
Name:	CAPITAL TRANSPORTATION LOGISTICS, LLC
Street Address:	4900 S. PENNSYLVANIA AVE.
City:	CUDAHY
State/Country:	WISCONSIN
Postal Code:	53110
Entity Type:	Limited Liability Company: DELAWARE
Name:	MARISOL INTERNATIONAL, LLC
Street Address:	4900 S. PENNSYLVANIA AVE.

City:	CUDAHY
State/Country:	WISCONSIN
Postal Code:	53110
Entity Type:	Limited Liability Company: DELAWARE
Name:	USA JET AIRLINES, INC.
Street Address:	4900 S. PENNSYLVANIA AVE.
City:	CUDAHY
State/Country:	WISCONSIN
Postal Code:	53110
Entity Type:	Corporation: DELAWARE
Name:	GROUP TRANSPORTATION SERVICES, LLC,
Street Address:	4900 S. PENNSYLVANIA AVE.
City:	CUDAHY
State/Country:	WISCONSIN
Postal Code:	53110
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	5173163	ASCENT GLOBAL LOGISTICS
Registration Number:	5485968	
Registration Number:	3718181	APT
Registration Number:	3718182	ACTIVE GLOBAL SOLUTIONS
Registration Number:	3718183	ACTIVE PTM
Registration Number:	3718184	ACTIVE ON-DEMAND
Registration Number:	3249498	MESCA
Registration Number:	4058962	SHIPANDSAVE
Registration Number:	3352186	MARISOL INTERNATIONAL
Registration Number:	2117837	CHARTERNET
Registration Number:	1998391	USA JET AIRLINES
Registration Number:	1998392	ACTIVE AERO CHARTER
Registration Number:	4326581	WE SHIP AND SAVE
Serial Number:	87665242	YOUR GOODS. OUR BEST.
Serial Number:	88160204	PEAK

CORRESPONDENCE DATA

Fax Number: 9492669468

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: 602.445.8000

TRADEMARK

REEL: 007079 FRAME: 0342

Email: gtipmail@gtlaw.com
Correspondent Name: Dan Moench
Address Line 1: 2375 E. Camelback Rd. Suite 700
Address Line 4: Phoenix, ARIZONA 85016

ATTORNEY DOCKET NUMBER: 089381.020200

NAME OF SUBMITTER: Grace Linker

SIGNATURE: /Grace Linker/

DATE SIGNED: 10/21/2020

Total Attachments: 6

source=IP Release for BMO#page1.tif

source=IP Release for BMO#page2.tif

source=IP Release for BMO#page3.tif

source=IP Release for BMO#page4.tif

source=IP Release for BMO#page5.tif

source=IP Release for BMO#page6.tif

TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of August 7, 2020 (“Release”), is made by BMO HARRIS BANK, N.A. (“Agent”), in favor of each of Roadrunner Transportation Systems, Inc., Active Aero Group, Inc., MESCA Freight Services, LLC, Capital Transportation Logistics, LLC, Marisol International, LLC, USA Jet Airlines, Inc., and Group Transportation Services, LLC (f/k/a Group Transportation Services, Inc., as successor to CTL Brokerage, LLC) (each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, Agent, Grantors, and certain other borrowers and guarantors have entered into that certain Pledge and Security Agreement and Irrevocable Proxy, dated as of February 28, 2019, (as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of February 28, 2019, by and between Agent and the Grantors (the “IP Security Agreement”), each Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of each Grantor in and to certain intellectual property;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on February 28, 2019 at Reel 6577 Frame 0964; and

WHEREAS, each Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

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

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of each Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Trademark Collateral under the IP Security Agreement), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);

(b) assigns and transfers to each Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and

(c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at the Grantors’ expense.

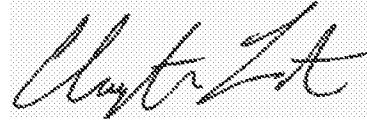
SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

AGENT:

BMO HARRIS BANK N.A.

By:

A handwritten signature in black ink, appearing to read "Clayton Foster", is written over a light gray, textured rectangular background.

Name: Clayton Foster
Its: Assistant Vice President

Schedule A

Trademarks

<u>ENTITY</u>	<u>REGISTRATION NUMBER</u>
Roadrunner Transportation Systems, Inc.	Reg. No. 5173163
Roadrunner Transportation Systems, Inc.	Serial No. 88160204
Roadrunner Transportation Systems, Inc.	Reg. No. 5485968
Roadrunner Transportation Systems, Inc.	Serial No. 87665242
Active Aero Group, Inc.	Reg. No. 3718181
Active Aero Group, Inc.	Reg. No. 3718182
Active Aero Group, Inc.	Reg. No. 3718183
Active Aero Group, Inc.	Reg. No. 3718184
MESCA Freight Services, LLC	Reg. No. 3249498
Capital Transportation Logistics, LLC	Reg. No. 4058962
Marisol International, LLC	Reg. No. 3,352,186
USA Jet Airlines, Inc.	Reg. No. 2117837
USA Jet Airlines, Inc.	Reg. No. 1998391
USA Jet Airlines, Inc.	Reg. No. 1998392
Group Transportation Services, LLC f/k/a Group Transportation Services, Inc. (as successor to CTL Brokerage, LLC)	Reg. No. 4326581

TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of August 7, 2020 (“Release”), is made by BMO HARRIS BANK, N.A. (“Agent”), in favor of ACTIVE AERO GROUP, INC. (“Grantor”).

WHEREAS, Agent, Grantor, and certain other borrowers and guarantors have entered into that certain Pledge and Security Agreement and Irrevocable Proxy, dated as of February 28, 2019 (as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to that certain Copyright Security Agreement, dated as of February 28, 2019, by and between Agent and Grantor (the “IP Security Agreement”), Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of Grantor in and to certain intellectual property;

WHEREAS, the IP Security Agreement was recorded at the United States Copyright Office (“CO”) at Document Number V9969 D257 P1-4 on March 13, 2019; and

WHEREAS, Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

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

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Collateral under the IP Security Agreement), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Copyrights listed on Schedule A attached hereto);

(b) assigns and transfers to Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Copyrights listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and

(c) authorizes the recordation of this Release with the CO or any similar office or agency within or outside the United States at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

AGENT:

BMO HARRIS BANK N.A.

By:

A handwritten signature in black ink, appearing to read "Clayton Foster", is written over a rectangular area with a light gray grid background.

Name: Clayton Foster

Its: Assistant Vice President

Schedule A

Copyrights

<u>ENTITY</u>	<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
Active Aero Group, Inc.	CharterNet	Reg. No. TX0006873838
Active Aero Group, Inc.	JetNet	Reg. No. TX0006873834
Active Aero Group, Inc.	Active Premium Transportation (APT)	Reg. No. TX0006877240
Active Aero Group, Inc.	CMS - Charter Management System	Reg. No. TX0006860076