

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609420

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of First Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		11/12/2020	Chartered Bank: NEW JERSEY

RECEIVING PARTY DATA

Name:	Progressive Logistics Services, LLC
Street Address:	6525 The Corners Parkway
Internal Address:	Suites 400 and 520
City:	Peachtree Corners
State/Country:	GEORGIA
Postal Code:	30092
Entity Type:	Limited Liability Company: GEORGIA
Name:	Capstone Logistics, LLC
Street Address:	6525 The Corners Parkway
Internal Address:	Suites 400 and 520
City:	Peachtree
State/Country:	GEORGIA
Postal Code:	30092
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3954736	THE PROGRESSIVE EDGE
Registration Number:	4319739	CAPSTONE LOGISTICS

CORRESPONDENCE DATA

Fax Number:

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: 2126834120
Email: luis.rodriguez@unitedcorporate.com
Correspondent Name: Elaine Carrera
Address Line 1: 32 Old Slip
Address Line 2: C/O CAHILL GORDON & REINDEL LLP
Address Line 4: NEW YORK, NEW YORK 10005

OP \$65.00 3954736

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/ELAINE CARRERA/
DATE SIGNED:	11/18/2020
Total Attachments: 6 source=Capstone - First Lien IP Release Agreements (Trademarks) (5378-0229)#page1.tif source=Capstone - First Lien IP Release Agreements (Trademarks) (5378-0229)#page2.tif source=Capstone - First Lien IP Release Agreements (Trademarks) (5378-0229)#page3.tif source=Capstone - First Lien IP Release Agreements (Trademarks) (5378-0229)#page4.tif source=Capstone - First Lien IP Release Agreements (Trademarks) (5378-0229)#page5.tif source=Capstone - First Lien IP Release Agreements (Trademarks) (5378-0229)#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Goldman Sachs Bank USA

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Chartered Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA-NJ

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 12, 2020

- Assignment
- Security Agreement
- Other Release of First Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Progressive Logistics Services, LLC

Street Address: 6525 The Corners Parkway, Suites 400 and 520

City: Peachtree Corners

State: GA

Country: USA Zip: 30092

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-GA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 12, 2020
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-9140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Capstone Logistics, LLC, a Delaware Limited Liability Company
6525 The Corners Parkway, Suites 400 and 520
Peachtree Corners, GA 30092
Citizenship – USA – DE

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 12, 2020 (the “Effective Date”), is made by Goldman Sachs Bank USA, in its capacity as Collateral Agent (the “Agent”), in favor of the grantors identified on Annex I hereto (the “Grantors”). 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 First Lien Intellectual Property Security Agreement, as applicable.

WHEREAS, pursuant to that certain First Lien Guarantee and Collateral Agreement, dated as of October 7, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a First Lien Intellectual Property Security Agreement, dated as of October 7, 2014 (the “First Lien Intellectual Property Security Agreement”), which was recorded with the United States Patent and Trademark Office on 10/09/2014 at Reel/Frame 5378/0229;

WHEREAS, pursuant to the Security Agreement and the First Lien Intellectual Property Security Agreement, the Grantors granted to the Agent a security interest in and continuing lien on (the “Security Interest”) all of the Grantors’ right, title and interest in, to and under the following (other than Excluded Assets): (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule A hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill (the “Trademark Collateral”); and

WHEREAS, the Agent and the Grantors desire the Security Interest in the Trademark Collateral to be released.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, without representation or warranty of any kind, hereby (i) terminates and cancels the First Lien Intellectual Property Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in and to the Trademark Collateral, and (iii) if and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or the First Lien Intellectual Property Security Agreement, the Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

The Grantors, or any successor to the Grantors (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral), are hereby authorized to record this Release of Security Interest in Trademarks in the United States Patent and Trademark Office.

This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

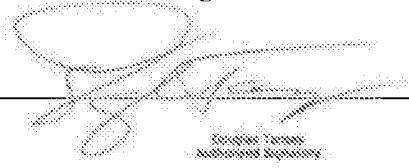
IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**GOLDMAN SACHS BANK USA, acting in its
capacity as Collateral Agent for the Lenders**

By: _____

Name:

Title:



Handwritten signature of a representative of Goldman Sachs Bank USA, written over a horizontal line. The signature is in dark ink and appears to be a stylized name.

ANNEX I


GRANTORS:

**PROGRESSIVE LOGISTICS SERVICES, LLC
CAPSTONE LOGISTICS, LLC**

SCHEDULE A

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Progressive Logistics Services, LLC	3,954,736	THE PROGRESSIVE EDGE
Capstone Logistics, LLC	4,319,739	CAPSTONE LOGISTICS  CAPSTONE LOGISTICS