

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM609727

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Second Lien Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Bank USA		11/12/2020	Chartered Bank: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Progressive Logistics Services, LLC		
<b>Street Address:</b>	6525 The Corners Parkway		
<b>Internal Address:</b>	Suite 400 and 520		
<b>City:</b>	Peachtree Corners		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30092		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>Name:</b>	Capstone Logistics, LLC		
<b>Street Address:</b>	6525 The Corners Parkway		
<b>Internal Address:</b>	Suite 400 and 520		
<b>City:</b>	Peachtree Corner		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30092		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3954736	THE PROGRESSIVE EDGE	
<b>Registration Number:</b>	4319739	CAPSTONE LOGISTICS	
<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>	2126834120		
<b>Email:</b>	luis.rodriquez@unitedcorporate.com		
<b>Correspondent Name:</b>	Elaine Carrera		
<b>Address Line 1:</b>	32 Old Slip		
<b>Address Line 2:</b>	C/O CAHILL GORDON & REINDEL LLP		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10005		

OP \$65.00 3954736

TRADEMARK

<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/ELAINE CARRERA/
<b>DATE SIGNED:</b>	11/19/2020
<b>Total Attachments: 6</b> source=Capstone - Second Lien IP Release Agreements (Trademarks) (5378-0899)#page1.tif source=Capstone - Second Lien IP Release Agreements (Trademarks) (5378-0899)#page2.tif source=Capstone - Second Lien IP Release Agreements (Trademarks) (5378-0899)#page3.tif source=Capstone - Second Lien IP Release Agreements (Trademarks) (5378-0899)#page4.tif source=Capstone - Second Lien IP Release Agreements (Trademarks) (5378-0899)#page5.tif source=Capstone - Second Lien IP Release Agreements (Trademarks) (5378-0899)#page6.tif	

## 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 Second Lien Intellectual Property Security Agreement, as applicable.

WHEREAS, pursuant to that certain Second 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 Second Lien Intellectual Property Security Agreement, dated as of October 7, 2014 (the “Second Lien Intellectual Property Security Agreement”), which was recorded with the United States Patent and Trademark Office on 10/10/2014 at Reel/Frame 5378/0899;

WHEREAS, pursuant to the Security Agreement and the Second 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 Second 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 Second 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:

**ANNEX I**


**GRANTORS:**

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

**SCHEDULE A**

**UNITED STATES TRADEMARKS:**

Registrations:

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