

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, as Collateral Agent		12/22/2020	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Lineage Logistics, LLC
Street Address:	46500 Humboldt Drive
City:	Novi
State/Country:	MICHIGAN
Postal Code:	48377
Entity Type:	Limited Liability Company: DELAWARE
Name:	Lineage Logistics Services, LLC
Street Address:	46500 Humboldt Drive
City:	Novi
State/Country:	MICHIGAN
Postal Code:	48377
Entity Type:	Limited Liability Company: DELAWARE
Name:	Lineage Logistics Holdings, LLC
Street Address:	46500 Humboldt Drive
City:	Novi
State/Country:	MICHIGAN
Postal Code:	48377
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4265684	LINEAGE
Registration Number:	4265685	LINEAGE
Registration Number:	1769462	CITYSERVICE NET
Registration Number:	3425896	COLDTRAX
Registration Number:	2399350	SEAFREEZE
Registration Number:	2136568	SCS
Registration Number:	2736298	PREFERRED FREEZER SERVICES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4155310	WE GET IT DONE
Serial Number:	87503217	LINEAGE
Serial Number:	87503195	LINEAGE
Serial Number:	87503466	

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1306681 TM TERM
NAME OF SUBMITTER:	Jonathan Fuste
SIGNATURE:	/Jonathan Fuste/
DATE SIGNED:	12/22/2020

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTERESTS dated as of December 22, 2020 (this “Release”), by CREDIT SUISSE AG, as Collateral Agent (the “Collateral Agent”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreements, as applicable, referred to below.

A. Reference is made to (a) the Second Amended and Restated Credit Agreement dated as of February 27, 2018 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), among Lineage Logistics, LLC, a Delaware limited liability company (the “Original Borrower”), Lineage Logistics Services, LLC, a Delaware limited liability company (the “Co-Borrower”, together with the Original Borrower, the “Borrowers”), Lineage Logistics Holdings, LLC, a Delaware limited liability company (“Holdings”), the lenders party thereto, and Credit Suisse AG, as Administrative Agent and Collateral Agent (b) the Guarantee and Collateral Agreement dated as of April 26, 2013 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Guarantee and Collateral Agreement”), among the Borrowers, Holdings, the Subsidiaries from time to time party thereto and the Collateral Agent, (c) the Trademark Security Agreement dated as of April 26, 2013, among Holdings, CityIce Cold Storage, LLC, a Washington limited liability company, Richmond Cold Storage Company, LLC, a Georgia limited liability company, and Seafreeze Acquisition, LLC, a Delaware limited liability company (collectively, the “2013 Grantors”) and the Collateral Agent, (d) Trademark Security Agreement dated as of April 7, 2014 among SCS LL, LLC (the “2014 Grantor”) and the Collateral Agent, (e) Trademark Security Agreement dated as of February 27, 2018 among Holdings (the “2018 Grantor”) and the Collateral Agent and (f) the Trademark Security Agreement dated as of February 27, 2019 ((c), (d), (e) and (f) together, the “Trademark Security Agreements” and, together with the Guarantee and Collateral Agreement, the “Security Agreements”), among Preferred Freezer Services, LLC, a Delaware limited liability company (together, with the 2013 Grantors, 2014 Grantor, 2018 Grantor, each individually a “Grantor” and collectively the “Grantors”) and the Collateral Agent.

B. Pursuant to the Security Agreements, the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the Trademark Collateral, including without limitation the trademark applications and trademarks of the Grantors set forth on Schedule I hereto (collectively, the “Released Trademark Collateral”), which security interest was recorded with the United States Patent and Trademark Office on April 29, 2013 at Reel 5016 Frame 0232, on April 7, 2014 at Reel 5253 Frame 0234, on February 27, 2018 at Reel 6280 Frame 0576 and on October 31, 2019 at Reel 6783 Frame 0812.

C. In connection with the termination of the Credit Agreement and the repayment, satisfaction, compromise, settlement, release or discharge of all Obligations and other amounts owing thereunder, the Grantors have requested that the Collateral Agent release all right, title and interest granted to it, for the benefit of the Secured Parties, under the Security Agreements in and to the Released Trademark Collateral.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases, relinquishes and discharges any and all of its lien and security interests in and to all of the Grantor's right, title and interest in, to and under the Trademarks, and re-assigns to the Grantors any and all right, title or interest it may have in such Released Trademark Collateral under the Security Agreements. This Release is made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

The Collateral Agent hereby authorizes each Grantor, or each Grantor's authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name: William O'Daly
Title: Authorized Signatory

by

Name: Andrew Griffin
Title: Authorized Signatory


[Signature Page to Trademark Security Release]

[[5551784]]



TRADEMARK
REEL: 007142 FRAME: 0665

SCHEDULE I

United States Registered Trademarks

<u>Registered Owners/Grantor</u>	<u>Title/Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Lineage Logistics Holdings, LLC		USA	4265684	25-DEC-2012
Lineage Logistics Holdings, LLC	LINEAGE	USA	4265685	25-DEC-2012
Citylce Cold Storage Company	CITYSERVICE NET	USA	1769462	04-MAY-1993
Richmond Cold Storage Co., Inc.	COLDTRAX	USA	3425896	13-MAY-2008
Seafreeze Acquisition, LLC	SEAFREEZE	USA	2399350	31-OCT-2000
SCS LL, LLC	SCS	USA	2136568	February 27, 1998
Preferred Freezer Services, LLC	PREFERRED FREEZER SERVICES with the design of a polar bear and igloo with horizontal lines, Classes 39 and 40	USA	2736298	July 15, 2003
Preferred Freezer Services, LLC	WE GET IT DONE, Classes 39 and 40	USA	4155310	June 5, 2012

United States Trademark Applications

<u>Owners/Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
LINEAGE LOGISTICS HOLDINGS, LLC	LINEAGE	USA	87/503,217	23-JUNE-2017
LINEAGE LOGISTICS HOLDINGS, LLC		USA	87/503,195	23-JUNE-2017
LINEAGE LOGISTICS HOLDINGS, LLC		USA	87/503,466	23-JUNE-2017