

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM636622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT		04/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CTOS, LLC		
Street Address:	7701 Independence Avenue		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64125		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5639657	CUSTOM TRUCK 1 SOURCE	
Registration Number:	5624192	CUSTOM TRUCK ONE SOURCE	
Registration Number:	5629469	1	
Registration Number:	5624193	1 CUSTOM TRUCK ONE SOURCE	
Registration Number:	5634556	LOAD KING	
Registration Number:	5639658	CUSTOM TRUCK 1 SOURCE	
Registration Number:	5645267	LOAD KING BY CUSTOM TRUCK 1 SOURCE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	1350337 TM		

OP \$190.00 5639657

NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	04/02/2021
Total Attachments: 4 source=Release of Security Interest in Trademarks - CTOS#page2.tif source=Release of Security Interest in Trademarks - CTOS#page3.tif source=Release of Security Interest in Trademarks - CTOS#page4.tif source=Release of Security Interest in Trademarks - CTOS#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights, dated as of April 1, 2021 (the "Trademark Security Release"), is made by Morgan Stanley Senior Funding, Inc., as the Administrative Agent for the several banks and other financial institutions (the "Lenders") party to the Credit Agreement (as defined below) (in such capacity, the "Agent"), in favor of CTOS, LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms used and not defined herein have the meanings given to such terms in the Credit Agreement and the Security Agreement (each, as defined below).

WHEREAS, CTOS, LLC (f/k/a UOS, LLC) a Delaware limited liability company (the "Borrower") and certain of its domestic subsidiaries from time to time party thereto, including the Grantor (together, the "Guarantors"), entered into that certain Credit Agreement, dated as of April 18, 2017, as amended by Amendment No. 1 to Credit Agreement, dated as of November 14, 2017, by Amendment No. 2 to Credit Agreement, dated as of October 23, 2018 and by Amendment No. 3 to Credit Agreement, dated as of February 19, 2020, with the Lenders and Agent, pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein (the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and the other Guarantors executed and delivered a Security Agreement, dated as of April 18, 2017, in favor of the Agent (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademark Collateral (as defined below);

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of February 19, 2020 (the "Trademark Security Agreement") made by and between the Grantor and the Agent for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on February 20, 2020 on Reel/Frame 6868/0367;

WHEREAS, the Obligations (as defined in the Credit Agreement) secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Agent therefore desires to release, terminate and discharge its Lien and security interest in and to the Trademark Collateral and grant all of its right, title and interest in the Trademark Collateral to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent and the Grantor hereby agree as follows:

1. The Agent, on behalf of itself and the Lenders, hereby releases, terminates and discharges (a) the Agent's continuing security interest and Lien in, to and under, and (b) any of the Agent's other rights, title or interest of any kind or nature in, to or under, the United States registered Trademarks and Trademarks with respect to which applications for registration are pending of the Grantor, including those listed on Schedule 1 attached hereto, and all goodwill associated with the foregoing (collectively, the "Trademark Collateral").

2. The Agent, on behalf of itself and the Lenders, hereby re-assigns to Grantors, any right, title or interest the Agent or any Lender may have in, to or under the Trademarks Collateral, together with the goodwill of the business symbolized thereby.

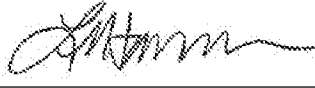
3. The Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreement. At Grantor's expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby and terminate the Trademark Security Agreement.

4. This Trademark Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

MORGAN STANLEY SENIOR FUNDING,
INC, in its capacity as Agent under the Credit
Agreement

By: 

Name: Lisa Hanson

Title: Executive Director

SCHEDULE 1

U.S. Trademark Registrations & Applications

Registrations

Mark	Reg. No.	Reg. Date	Owner
CUSTOM TRUCK 1 SOURCE	5639657	Dec 25, 2018	CTOS, LLC
CUSTOM TRUCK ONE SOURCE	5624192	Dec 4, 2018	CTOS, LLC
1	5629469	Dec 11, 2018	CTOS, LLC
1 CUSTOM TRUCK ONE SOURCE	5624193	Dec 4, 2018	CTOS, LLC
LOAD KING	5634556	Dec 18, 2018	CTOS, LLC
CUSTOM TRUCK 1 SOURCE	5639658	Dec 25, 2018	CTOS, LLC
LOAD KING BY CUSTOM TRUCK 1 SOURCE	5645267	Jan 1, 2019	CTOS, LLC