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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM646709

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Garrison Loan Agency Services LLC		05/12/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Kane is Able, Inc.
Street Address:	3 Stauffer Industrial Park
City:	Scranton
State/Country:	PENNSYLVANIA
Postal Code:	18504
Entity Type:	Corporation: DELAWARE
Name:	Kane Freight Lines, LLC
Street Address:	3 Stauffer Industrial Park
City:	Scranton
State/Country:	PENNSYLVANIA
Postal Code:	18504
Entity Type:	Limited Liability Company: PENNSYLVANIA
Name:	Kane Traffic Services, LLC
Street Address:	3 Stauffer Industrial Park
City:	Scranton
State/Country:	PENNSYLVANIA
Postal Code:	18504
Entity Type:	Limited Liability Company: PENNSYLVANIA
Name:	Kane Warehousing, LLC
Street Address:	3 Stauffer Industrial Park
City:	Scranton
State/Country:	PENNSYLVANIA
Postal Code:	18504
Entity Type:	Limited Liability Company: PENNSYLVANIA
Name:	Kane Logistics, Inc.
Street Address:	3 Stauffer Industrial Park
City:	Scranton

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State/Country:	PENNSYLVANIA	
Postal Code:	18504	
Entity Type:	Corporation: MARYLAND	
Name:	Kalstar Enterprises, LLC	
Street Address:	3 Stauffer Industrial Park	
City:	Scranton	
State/Country:	PENNSYLVANIA	
Postal Code:	18504	
Entity Type:	Limited Liability Company: PENNSYLVANIA	
Name:	Mountaintop Financial, LLC	
Street Address:	3 Stauffer Industrial Park	
City:	Scranton	
State/Country:	PENNSYLVANIA	
Postal Code:	18504	
Entity Type:	Limited Liability Company: PENNSYLVANIA	
Name:	Harkness Logistics Holdings, Inc.	
Street Address:	3 Stauffer Industrial Park	
City:	Scranton	
State/Country:	PENNSYLVANIA	
Postal Code:	18504	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3368674	KANE IS ABLE
Registration Number:	5241669	KANE IS ABLE DEPENDABLE PEOPLE. EXCEPTIO
Registration Number:	5256452	KANE IS ABLE DEPENDABLE PEOPLE. EXCEPTIO

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,brittany.fox@hklaw.com

Correspondent Name: Holland & Knight LLP Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	05/13/2021

Total Attachments: 4

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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION OF INTELLECTUAL **PROPERTY** SECURITY **AGREEMENT**, dated as of May 12, 2021 (this "Termination"), is made by GARRISON LOAN AGENCY SERVICES LLC, a Delaware limited liability company, in its capacity as administrative agent pursuant to the Loan Agreement as defined below (in such capacity, the "Administrative Agent"), in favor of KANE IS ABLE, INC., a Delaware corporation ("Kane Is Able"), KANE FREIGHT LINES, LLC, a Pennsylvania limited liability company, as successor by conversion to Kane Freight Lines, Inc. ("Kane Freight"), KANE TRAFFIC SERVICES, LLC, a Pennsylvania limited liability company, as successor by conversion to Kane Traffic Services, Inc. ("Kane Traffic"), KANE WAREHOUSING, LLC, a Pennsylvania limited liability company, as successor by conversion to Kane Warehousing, Inc. ("Kane Warehousing"), KANE LOGISTICS, INC., a Maryland corporation ("Kane Logistics"), KALSTAR ENTERPRISES, LLC, a Pennsylvania limited liability company ("Kalstar"), and MOUNTAINTOP FINANCIAL, LLC, a Pennsylvania limited liability company, as successor by conversion to MountainTop Financial, L.P. ("MountainTop" and together with Kane Is Able, Kane Freight, Kane Traffic, Kane Warehousing, Kane Logistics and Kalstar, the "Borrowers") and HARKNESS LOGISTICS HOLDINGS, INC., a Delaware corporation ("Parent" and together with the Borrowers, individually each an "Grantor" and collectively "Grantors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or the IP Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of March 13, 2019, by and among the Grantors, the lenders from time to time party thereto (the "<u>Lenders</u>") and Administrative Agent, as administrative agent for the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified, the "<u>Loan Agreement</u>"), the Lenders agreed to provide the Borrowers with certain credit facilities;

WHEREAS, the Grantors, pursuant to that certain Intellectual Property Security Agreement, dated as of March 13, 2019, by the Grantors in favor of the Administrative Agent (the "IP Security Agreement"), granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in and continuing lien on all of the Grantors' Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office on March 14, 2019, at Reel 6593, Frame No. 0465; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all of such Collateral, including, without limitation, the Trademarks (as defined in the IP Security Agreement) identified on <u>Schedule A</u> attached hereto.

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

1. <u>Release of Lien</u>. The Administrative Agent hereby terminates the IP Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security

interests that it has in, to and under the Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

- 2. <u>Authorization to Record</u>. The Administrative Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
- 3. <u>Further Assurances</u>. The Administrative Agent shall take all further actions, and provide to each Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by any Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of such Grantor.
- 4. <u>Governing Law</u>. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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[Kane is Able] Termination of Intellectual Property Security Agreement

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination of Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

GARRISON LOAN AGENCY SERVICES LLC,

a Delaware limited liability company, as Administrative Agent

By:

Name: Kevin Treacy

Its:

Authorized Signatory

[Signature Page]
Termination of Intellectual Property Security Agreement

Schedule A

<u>Mark</u>	Registration No.	Reg./Application Date
Kane Is Able	3368674	January 15, 2018
		(Renewed)
KANE IS ABLE DEPENDABLE PEOPLE EXCEPTIONAL LOGISTICS and Design	5241669	July 11, 2017



KANE IS ABLE
DEPENDABLE
PEOPLE
EXCEPTIONAL
LOGISTICS and Design

5256452

August 1, 2017



[Kane is Able] Termination of Intellectual Property Security Agreement #84107737

RECORDED: 05/13/2021