

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666289

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barings Finance LLC, as successor to Deutsche Bank AG New York Branch, as collateral agent		07/26/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Worldwide Express Operations, LLC
Street Address:	2323 Victory Avenue
Internal Address:	Suite 1600
City:	Dallas
State/Country:	TEXAS
Postal Code:	75219
Entity Type:	Limited Liability Company: DELAWARE
Name:	Unishippers Global Logistics, LLC
Street Address:	7158 S FLSmidth Drive
Internal Address:	Suite 200
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84047
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2230151	UNISHIPPERS
Registration Number:	2989959	THE SHIPPING COMPANY THAT WORKS FOR YOU.
Registration Number:	2933583	THE SHIPPING COMPANY THAT WORKS FOR YOU
Registration Number:	3009096	UNISHIPPERS
Registration Number:	3007616	U
Registration Number:	4204351	FREIGHT MANAGER
Registration Number:	4165980	EXPRESS MANAGER
Registration Number:	3682906	SPEEDFREIGHT
Registration Number:	3849737	SPEEDSHIP

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Property Type	Number	Word Mark
Registration Number:	2337684	WORLDWIDE EXPRESS
Registration Number:	3056928	CLEARVIEW
Registration Number:	3767815	UNISHIPPERS FREIGHT
Registration Number:	5531148	WORLDWIDE EXPRESS
Registration Number:	5530639	WORLDWIDE EXPRESS GLOBAL LOGISTICS

CORRESPONDENCE DATA

Fax Number: 2126983599

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: 2126983500

Email: patents@dechert.com

Correspondent Name: DECHERT LLP

Address Line 1: THREE BRYANT PARK

Address Line 2: 1095 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	83140
NAME OF SUBMITTER:	Frank I. Hwang
SIGNATURE:	/Frank I. Hwang/
DATE SIGNED:	08/10/2021

Total Attachments: 6

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- source=2021-08-04_183140_Barings - WWEX 2L Release of IPSA#page2.tif
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this “Release”), dated as of July 26, 2021, is made by Barings Finance LLC (“Barings”), as successor to Deutsche Bank AG New York Branch (“Deutsche”), as collateral agent (the “Collateral Agent”) for the Secured Parties, in favor of Worldwide Express Operations, LLC and Unishippers Global Logistics, LLC (collectively, the “Grantors”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement dated February 3, 2017, by and among, inter alios, the Grantors and the other parties party thereto in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and those certain agreements described on Annex I attached hereto (the “IP Security Agreements”), the Grantors granted a security interest in certain collateral in favor of the Collateral Agent, including the IP Collateral (as hereinafter defined); and

WHEREAS, the Collateral Agent now desires to terminate and release the IP Security Agreements and the entirety of its security interest in and to the Grantors’ right, title and interest in and to the IP Collateral, including the foregoing described on Annex II attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. Definitions. The term “IP Collateral”, as used herein, shall mean the Collateral and the Additional Collateral (as defined in the IP Security Agreements), including, but not limited to, the foregoing listed on Annex II attached hereto. Capitalized terms not defined herein have the meanings set forth in the Security Agreement or IP Security Agreements, as applicable.

2. Release of Security Interest. The Collateral Agent, without recourse, representation or warranty and at the respective Grantors’ sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the respective Grantors, and their successors and assigns, its security interest in and to the IP Collateral, including the foregoing described on Annex II attached hereto, and the IP Security Agreements. Any and all right, title and interest of the Collateral Agent in and to the IP Collateral, including the foregoing described on Annex II attached hereto, and under the IP Security Agreements shall hereby be terminated, cancelled, released, relinquished and discharged. The Collateral Agent hereby authorizes and requests the Grantors and their successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office and United States Copyright Office, at the sole expense of the respective Grantors, to evidence and effectuate the release and termination of the Collateral Agent’s security interest in the IP Collateral.

3. Further Assurances. The Collateral Agent agrees to take all further actions and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, in each case as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record the release of the security interest contemplated hereby.

4. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. Electronic signatures will have the same force and effect as manual signatures.

5. Execution in Counterparts. This 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

6. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

BARINGS FINANCE LLC, as Collateral Agent

By:  _____

Name: Brady Sutton

Title: Authorized Signatory

ANNEX I




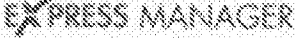

Intellectual Property Security Agreement, dated as of February 3, 2017, executed by Worldwide Express Operations, LLC and Unishippers Global Logistics, LLC in favor of Deutsche Bank AG New York Branch, as Collateral Agent, (a) recorded at the United States Copyright Office on February 9, 2017 at V9944 D765 and (b) recorded at the United States Patent and Trademark Office on February 7, 2017 at Reel 5990 Frame 0882.

Intellectual Property Security Agreement Supplement, dated as of November 26, 2018, executed by Worldwide Express Operations, LLC in favor of Barings Finance LLC, as successor to Deutsche Bank AG New York Branch, as Collateral Agent, recorded at the United States Patent and Trademark Office on November 26, 2018 at Reel 6488 Frame 0395.

ANNEX II

Trademark Registrations

Reel 5990, Frame 0882

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Record Owner</u>
UNISHIPPERS	United States	2,230,151	March 9, 1999	Unishippers Global Logistics, LLC
THE SHIPPING COMPANY THAT WORKS FOR YOU	United States	2,989,959	August 30, 2005	Unishippers Global Logistics, LLC
THE SHIPPING COMPANY THAT WORKS FOR YOU	United States	2,933,583	March 15, 2005	Unishippers Global Logistics, LLC
	United States	3,009,096	October 25, 2005	Unishippers Global Logistics, LLC
	United States	3,007,616	October 18, 2005	Unishippers Global Logistics, LLC
	United States	4,204,351	September 11, 2012	Unishippers Global Logistics, LLC
	United States	4,165,980	June 26, 2012	Unishippers Global Logistics, LLC
SPEEDFREIGHT	United States	3682906	9/15/2009	Worldwide Express Operations, LLC
SPEEDSHIP	United States	3849737	9/21/2010	Worldwide Express Operations, LLC
WORLDWIDE EXPRESS & Design 	United States	2337684	4/4/2000	Worldwide Express Operations, LLC
CLEARVIEW	United States	3056928	2/7/2006	Worldwide Express Operations, LLC
Unishippers Freight	United States	3767815	03/30/2010	Unishippers Global Logistics, LLC

Copyright Registrations

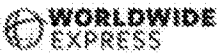
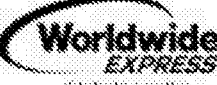
V9944 D765

<u>Copyright</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>
Airborne express + unishippers = 1st class service at big savings.	United States	TX0005132958	January 19, 2000	Unishippers Global Logistics, LLC

<u>Copyright</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>
If you can put a label on it, we can ship it!: unishippers domestic & international heavy freight.	United States	TX0005123059	January 19, 2000	Unishippers Global Logistics, LLC
Unishippers: providing shipping solutions and savings for growing companies.	United States	TX0005134357	January 19, 2000	Unishippers Global Logistics, LLC
Providing shipping solutions and savings for growing companies.	United States	TX0005081405	January 19, 2000	Unishippers Global Logistics, LLC
Providing shipping solutions and savings for growing companies: unishippers, global shipping, personalized service.	United States	TX0005134533	January 19, 2000	Unishippers Global Logistics, LLC
Unishippers home page.	United States	TX0005261262	August 29, 2000	Unishippers Global Logistics, LLC
One call ships it all!	United States	TX0005390279	August 29, 2000	Unishippers Global Logistics, LLC
Unishippers.	United States	TX0005390280	August 29, 2000	Unishippers Global Logistics, LLC

Trademark Registrations

Reel 6488, Frame 0395

<u>Trademark</u>	<u>Country</u>	<u>App. No. / App. Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Record Owner</u>
WORLDWIDE EXPRESS 	United States	87338811 16-FEB-2017	5531148 31-JUL-2018	WORLDWIDE EXPRESS OPERATIONS, LLC
WORLDWIDE EXPRESS GLOBAL LOGISTICS 	United States	86830867 24-NOV-2015	5530639 31-JUL-2018	WORLDWIDE EXPRESS OPERATIONS, LLC