

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684247

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TPG Specialty Lending Europe I Advisors, Ltd.		09/13/2017	Company: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	BluJay Solutions Limited (formerly Kewill Limited)
Street Address:	Blue Tower, 14th Floor
Internal Address:	MediaCityUK
City:	Salford Quays
State/Country:	UNITED KINGDOM
Postal Code:	M50 2ST
Entity Type:	Company: ENGLAND AND WALES
Name:	BluJay Solutions Inc. (formerly Kewill Inc.)
Street Address:	1 Executive Drive
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	Corporation: DELAWARE
Name:	BluJay Solutions Co. (formerly Leanlogistics Inc.)
Street Address:	1 Executive Drive
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3168102	KEWILL
Registration Number:	1780072	CLIPPERSHIP
Registration Number:	3976360	GREENLANES
Registration Number:	3091692	ON-DEMAND TMS
Registration Number:	2792327	WEBSETTLE
Registration Number:	2571944	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2466627	LEANLOGISTICS

CORRESPONDENCE DATA

Fax Number: 6082587138
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: 6082554440
Email: pto-wis@huschblackwell.com
Correspondent Name: Husch Blackwell LLP
Address Line 1: 33 East Main Street, Suite 300
Address Line 4: Madison, WISCONSIN 53703

ATTORNEY DOCKET NUMBER:	836867-12
NAME OF SUBMITTER:	Christina N. Ostorga
SIGNATURE:	/Christina N. Ostorga/
DATE SIGNED:	10/28/2021

Total Attachments: 34

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DATED 13 September 2017

TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD.

as Administrative Agent

and

THE ENTITIES LISTED IN SCHEDULE 1

as the Released Chargors

and

THE ENTITIES LISTED IN SCHEDULE 2

as the Secured Parties under the German Pledge Agreements

DEED OF RELEASE

**PAUL
HASTINGS**

Paul Hastings (Europe) LLP
Ten Bishops Square, Eighth Floor
London, E1 6EG

Tel: +44 20 3023 5100

Fax: +44 20 3023 5109

THIS DEED is made on 13 September 2017.

BETWEEN:

- (1) **TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD.** as administrative agent and trustee for the Secured Parties (as defined in the Released Documents defined below) (the "**Administrative Agent**"); and
- (2) **THE ENTITIES** listed in Schedule 1 (*Released Chargors*) (the "**Released Chargors**").
- (3) **THE ENTITIES** listed in Schedule 2 (*Secured Parties under the German Pledge Agreements*) (the "**Secured Parties under the German Pledge Agreements**").

WHEREAS:

- (A) The Released Chargors and the Administrative Agent enter into this Deed in connection with the Credit Agreement (as defined below) pursuant to the terms of which certain credit facilities were made available to the Released Chargors.
- (B) Pursuant to the terms of the Credit Agreement, the Released Chargors have given certain guarantees and security pursuant to the Released Documents.
- (C) The Released Chargors have requested that the Administrative Agent release and discharge the guarantees and security created by or pursuant to the Released Documents on the terms set out in this Deed.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Deed:

"**Credit Agreement**" means the New York law governed credit agreement dated 31 May 2016 between, amongst others, TPG Specialty Lending Europe I Advisors, Ltd (as the Administrative Agent and Lead Arranger) and certain of the Released Chargors as amended, varied, novated or supplemented from time to time;

"**Effective Time**" means the date on (and time at) which the Administrative Agent has unconditionally and irrevocably received in immediately available funds the Payoff Amount plus any Per Diem Amount and the Fees and Expenses (each as defined in the Payoff Letter), in each case, paid into the relevant accounts of the Administrative Agent listed in the Payoff Letter in accordance with the terms of the Payoff Letter;

"**German Account Pledge Agreement**" has the meaning assigned to it in Schedule 3 (*Released Documents*) below.

"**German Foreign Released Party**" means BluJay Solutions Limited (formerly known as Kewill Limited);

"**German Pledge Agreements**" means the German Account Pledge Agreement and the German Share Pledge Agreement;

“**German Released Party**” means BluJay Solutions GmbH (formerly known as Kewill GmbH);

“**German Security Assignment of IP Rights**” has the meaning assigned to it in Schedule 3 (*Released Documents*) below;

“**German Security Assignment of Receivables**” has the meaning assigned to it in Schedule 3 (*Released Documents*) below;

“**German Security Documents**” means, collectively, the German Security Assignment of Receivables, the German Security Assignment of IP Rights and the German Pledge Agreements and “**German Security Document**” means any of them;

“**German Share Pledge Agreement**” has the meaning assigned to it in Schedule 3 (*Released Documents*) below;

“**Netherlands Security Agreements**” means the security agreements governed by Netherlands law entered into in connection with the Credit Agreement, each of which is listed in Schedule 3 (*Released Documents*);

“**Payoff Letter**” means the New York law governed payoff letter dated on or around the date of this Deed between, amongst others, BluJay Solutions Group Holdings Limited, BluJay Solutions Holdings Limited, BluJay Solutions Ltd and TPG Specialty Lending Europe I Advisors, LTD.;

“**Released Documents**” means each of the documents listed in Schedule 3 (*Released Documents*); and

“**Released Security**” means any mortgage, assignment, charge, pledge, lien or other security interest securing any obligation under the Credit Agreement including, without limitation, the Released Documents.

1.2 Terms defined in the Credit Agreement shall have the same meaning when used in this Deed unless a contrary indication appears herein.

1.3 Each release and discharge constituted by, and pursuant to, this Deed, is given without recourse to, or any representation or warranty by, the Administrative Agent.

2. RELEASE AND DISCHARGE

2.1 Subject to Clauses 4 (*The Netherlands Release*) and 5 (*German Release*), upon the occurrence of the Effective Time, the Administrative Agent hereby automatically and without further action by the Administrative Agent or any Lender, irrevocably and unconditionally subject only to Clause 7 (*Continuation*):

(a) releases and discharges the Released Chargors from all present or future, actual or contingent liabilities, obligations, guarantees and security created, evidenced or conferred by, and all claims, actions, suit, accounts and demands arising under the Released Security;

(b) surrenders, reassigns, retransfers and reconveys to the Released Chargors all rights, interest and title to all assets and property of the relevant Released

Chargor which were assigned or transferred to the Administrative Agent by or pursuant to the Released Security

- (c) releases each Released Chargor from any power of attorney granted under or pursuant to any Security Document in favour of the Administrative Agent and such power of attorney is hereby revoked and terminated;
- (d) confirms the revocation of any powers of attorney contained in the Released Security, provided that the revocation shall not affect the validity of any act or thing done by the Administrative Agent before the date of this Deed;
- (e) authorises each Released Chargor to give notice (at that Released Chargor's cost and expense) on behalf of the Administrative Agent of the releases under this Deed to any person on whom notice of any security interest created by the Released Security was served; and
- (f) agrees that it will, immediately following such release, return any share certificates, stock transfer forms and other documents of title held by it in relation to the Released Security to the Released Chargors (or as they may otherwise direct).

3. DANISH RELEASE

3.1 With respect to the Released Documents governed by Danish law, the Administrative Agent agrees and undertakes, at the cost of the relevant Released Chargor to:

- (a) promptly following the Effective Time execute and deliver to the relevant Released Chargor a copy of a notice, substantially in the form set out in Schedule 4 (*Form of release notices of Released Documents governed by Danish law*) to each account bank, pledgor and debtor under the relevant Danish law governed Released Documents; and
- (b) promptly following the Effective Time execute any registration power of attorney (*tinglysningsfuldmagt*) (a “**POA**”) necessary to effect the release and discharge of the negative pledge with serial number 01.06.2016-1007322873 registered with the Danish register of Chattel Mortgages (in Danish: *Personbogen*) in favour of the Administrative Agent, to use its reasonable endeavours to deliver documentation of its representatives’ power and authority to execute such POA as required by the Danish Land Registration Court (*Tinglysningsretten*) and to instruct its Danish legal counsel to immediately de-register the Negative Pledges in the Danish Registry of Chattel Mortgages (*Personbogen*).

4. THE NETHERLANDS RELEASE

4.1 Subject only to Clause 7 (*Continuation*), upon the occurrence of the Effective Time:

- (a) the Administrative Agent (in its capacity as Pledgee under the Netherlands Security Documents) unconditionally and irrevocably terminates (*zegt op*) all rights of pledge created pursuant to the Netherlands Security Agreements in accordance with the terms of the Netherlands Security Agreements and article 3:81(2)(d) of the Netherlands Civil Code and accepts the release (*afstand*) of

the contractual rights and obligations arising from the Netherlands Security Agreements;

- (b) each party to the Netherlands Security Agreements irrevocably and unconditionally releases (*doet afstand van*) its contractual rights and obligations pursuant to the Netherlands Security Agreements;
- (c) the Administrative Agent (in its capacity as Pledgee under the Netherlands Security Documents) unconditionally and irrevocably terminates (*zegt op*) and revokes (*herroept*) all powers of attorney granted to it under the Netherlands Security Agreements; and
- (d) each Company (as defined in the Netherlands Security Agreements) will ensure that the shares in the capital of which are subject to a right of pledge created pursuant to a Netherlands Security Agreement, will register the termination of the right of pledge in its shareholder's register.

5. GERMAN RELEASE

5.1 Subject only to Clause 7 (*Continuation*), upon the occurrence of the Effective Time:

- (a) the Administrative Agent in its capacity as Pledgee (as defined in the German Pledge Agreements), the Secured Parties (as defined in the Credit Agreement) in their capacity as Pledges (as defined in the German Pledge Agreements) represented by the Administrative Agent and each German Released Party and each German Foreign Released Party irrevocably agree that any pledge created under the German Pledge Agreements shall cease to exist;
- (b) the Administrative Agent in its capacity as Pledgee (as defined in the German Pledge Agreements), the Secured Parties (as defined in the Credit Agreement) in their capacity as Pledges (as defined in the German Pledge Agreements) represented by the Administrative Agent irrevocably cancel and waive all rights of pledge (*Pfandrechte*) according to sections 1273 para.2, 1255 para. 1 German Civil Code (*Bürgerliches Gesetzbuch*) (*Aufhebung des Pfandrechts*) over
 - (i) the shares in the German Released Party and the ancillary rights pertaining thereto previously created by the German Released Party and the German Foreign Released Party in favour of the Pledges (as defined in the German Share Pledge Agreement) pursuant to the German Share Pledge Agreement; and
 - (ii) the German bank accounts held by the German Released Party and the ancillary rights pertaining thereto previously created by the German Released Party in favour of the Pledges (as defined in the German Account Pledge Agreement) pursuant to the German Account Pledge Agreement.
- (c) the Administrative Agent and the Secured Parties (as defined in the Credit Agreement) represented by the Administrative Agent hereby irrevocably re-assign and, if applicable, re-transfer to the German Released Party and the

German Foreign Released Party any present and future receivables, rights and claims that have been assigned by the German Released Party and the German Foreign Released Party for security purposes to the Administrative Agent under the German Pledge Agreements and hereby irrevocably agree to mutually terminate all rights and obligations under any German Pledge Agreement; and

- (d) the German Released Party and the German Foreign Released Party hereby:
 - (i) accept and acknowledge the releases, cancellations and waivers set out in Clause 5.1(a) above; and
 - (ii) accept the reassignments and, if applicable, re-transfers and the terminations set out in Clause 5.1(b) above.

5.2 Reassignment of Receivables under the German Security Assignment of Receivables

- (a) Subject only to Clause 7 (*Continuation*), with effect from the Effective Time, the Administrative Agent hereby irrevocably:
 - (i) releases and discharges all security interests created in favour of the Administrative Agent pursuant to the German Security Assignment of Receivables;
 - (ii) reassigns to the German Released Party, as the case may be, all Assigned Receivables (as defined in the German Security Assignment of Receivables) that have been assigned by the German Released Party for security purposes under the German Security Assignment of Receivables to the Administrative Agent; and
 - (iii) agrees to mutually terminate all rights and obligations under the German Security Assignment of Receivables.
- (b) The German Released Party hereby accepts the releases, discharges, reassignments and terminations set out in Clause 5.2(a) above.

5.3 Reassignment of IP Rights under the German Security Assignment of IP Rights

- (a) Subject only to Clause 7 (*Continuation*), with effect from the Effective Time, the Administrative Agent hereby irrevocably:
 - (i) releases and discharges all security interests created in favour of the Administrative Agent pursuant to the German Security Assignment of IP Rights;
 - (ii) reassigns to the German Released Party, as the case may be, the Intellectual Property (as defined in the German Security Assignment of IP Rights) together with all accessory security rights (*akzessorische Sicherheiten*), ancillary rights (in particular including any rights and claims listed in clause 2.6 of the German Security Assignments of IP Rights) and any other rights and claims that have been assigned by the German Released Party, respectively, for security purposes under the

German Security Assignment of IP Rights to the Administrative Agent; and

- (iii) agrees to mutually terminate all rights and obligations under the German Security Assignment of IP Rights.
- (b) The German Released Party hereby accepts the releases, discharges, reassignments and the terminations set out in Clause 5.3(a) above.

5.4 Other reassignments, revocations and additional assurance

- (a) In the event that the German Released Party has granted any additional security interests under any of the German Security Documents in favour of the Administrative Agent under any Security Document governed by German law which are not referred to in the Clauses 5.1 to 5.3 (the “**Additional German Security Interests**”), with effect from the Effective Time, the Administrative Agent hereby irrevocably releases any and all such Additional German Security Interests to the German Released Party (and irrevocably reassigns, retransfers, assigns and discharges such Additional Security Interests to the German Released Party, as the case may be), which hereby accepts such respective release (and reassignment, retransfer, assignment or discharge, as the case may be).
- (b) With effect from the Effective Time, the German Released Party revokes any authorisation or power of attorney given to the Pledgees (as defined in the German Share Pledge Agreement and the German Account Pledge Agreement) including the Administrative Agent under or in connection with any other German Security Document.
- (c) The German Released Party undertakes to deliver to the Administrative Agent within 10 Business Days after the Effective Time notifications addressed to each account bank under the German Account Pledge Agreement substantially in the forms set out in Schedule 5 (*Notifications to German Account Banks*). As soon as reasonably practicable following receipt of such notifications, and at the cost of the German Released Party, the Administrative Agent and the Secured Parties under the German Pledge Agreements shall execute such notices and return them to the German Released Party which shall send them to the respective account banks within 10 Business Days following receipt in order to inform them about the releases, reassignments and retransfers in relation to the bank accounts pledged under the German Account Pledge Agreement.
- (d) The German Released Party undertakes to deliver to the Administrative Agent within 10 Business Days, after the Effective Time, notifications addressed to each third party debtor of a receivable assigned under the German Security Assignment of Receivables to which such assignment had been notified in accordance with the provisions of the German Security Assignments of Receivables substantially in the form set out in Schedule 6 (*Notifications to Third Party Debtors*). As soon as reasonably practicable following receipt of such notifications, and at the cost of the German Released Party, the Administrative Agent shall execute such notices and return them to the

German Released Party which shall send them to the respective debtor within 10 Business Days following receipt in order to inform them about the releases, reassignments and retransfers in relation to the receivables assigned for security purposes under the German Security Assignment of Receivables.

- (e) The Administrative Agent shall, if applicable, use its reasonable endeavours to, at the cost of the German Released Party, de-register any Intellectual Property (as defined in the German Security Assignment of IP Rights) if so registered in favour of the Administrative Agent.
- (f) This clause 5.4 is subject only to Clause 7 (*Continuation*) in its entirety.

6. NON-CRYSTALLISATION

The Administrative Agent confirms that as at the date of this Deed:

- (a) it is not aware of any event which has resulted in the crystallisation of a floating charge contained in any Released Document; and
- (b) it has not taken any action which has resulted in the crystallisation of a floating charge contained in any Released Document.

7. CONTINUATION

Notwithstanding any other provision of this Deed, nothing in this Deed is intended to release any person from any provisions of the Released Documents that are specifically stated to survive the release or termination of the Released Documents or such other agreement. Section 10.16 (Confidentiality) of the Credit Agreement shall survive the release or termination of the Credit Agreement for a period of one (1) year from the Effective Time.

8. EXPENSES

Each Released Chargor shall within three Business Days of demand, pay to the Administrative Agent the amount of all costs and expenses (including legal fees) incurred by it or by any Receiver appointed by it under the Released Documents in connection with the negotiation, preparation, execution and performance of this Deed.

9. FURTHER ASSURANCE

The Administrative Agent shall, at the request and cost of any Released Chargor, do all such things and enter into and execute all such deeds, documents, memoranda, agreements or instruments as may be reasonably necessary to give effect to the provisions of this Deed.

10. MISCELLANEOUS

- 10.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no rights or benefits expressly or impliedly conferred by this Deed shall be enforceable under that Act against the parties to this Deed by any other person

- 10.2 If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.
- 10.3 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.
- 10.4 Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law unless otherwise provided in this Deed.
- 11.2 The release of the Netherlands Security Agreements in accordance with Clause 4 (*The Netherlands Release*) is governed by Netherlands law.
- 11.3 Subject to Clause 11.5 below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**") except where stated, otherwise under Clause 11.4 below. The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 11.4 The provisions in Clause 5 (*German Release*) shall be governed and construed in accordance with the laws of Germany. Each of the Parties hereto irrevocably agrees that all disputes arising out of or in connection with the provisions in Clause 5 (*German Release*) shall be submitted to the courts of Frankfurt am Main, Germany exclusively.
- 11.5 The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against any of the Released Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this Deed of Release has been duly executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

RELEASED CHARGORS

Company name	Jurisdiction of incorporation	Registered number or equivalent
BluJay Solutions Group Holdings Limited (formerly Kewill Group Holdings Limited)	England and Wales	08035563
BluJay Solutions Holdings Limited (formerly Kewill Holdings Limited)	England and Wales	08036181
BluJay Solutions Ltd (formerly Kewill Limited)	England and Wales	01037515
BluJay Solutions GmbH (formerly Kewill GmbH)	Germany	Registered with the commercial register (<i>Handelsregister</i>) of the local court (<i>Amtsgericht</i>) of Bad Homburg vor der Höhe under HRB 3317
BluJay Solutions Holding B.V. (formerly Kewill Holding B.V.)	The Netherlands	23082200
BluJay Solutions B.V. (formerly Kewill B.V.)	The Netherlands	23054829
BluJay Solutions Nordics Holding B.V. (formerly Kewill Nordics Holding B.V.)	The Netherlands	23091987
BluJay Solutions A/S (formerly Kewill Nordics A/S)	Denmark	12316100
BluJay Solutions Co. (formerly Leanlogistics Inc.)	USA, State of Delaware	Delaware Department of State, Division of Corporations File no. 3307876
BluJay Solutions Inc. (formerly Kewill Inc.)	USA, State of Delaware	Delaware Department of State, Division of Corporations File no. 2822412
BluJay Solutions USA Inc. (formerly Four Soft USA Inc.)	USA, State of Delaware	Delaware Department of State, Division of Corporations File no. 4175237

SCHEDULE 2

SECURED PARTIES UNDER THE GERMAN PLEDGE AGREEMENTS

Company name
Wells Fargo Bank, National Association, London Branch
Silicon Valley Bank
PNC Bank, National Association
Meispelt Adjacent Investments S.à r.l.
TSLE Compass, S.à r.l.

SCHEDULE 3

RELEASED DOCUMENTS

English law governed debenture dated 31 May 2016, executed by BluJay Solutions Group Holdings Limited (formerly Kewill Group Holdings Limited), BluJay Solutions Holdings Limited (formerly Kewill Holdings Limited) and BluJay Solutions Ltd (formerly Kewill Limited) in favour of TPG Speciality Lending Europe I Advisors, LTD. as the administrative agent (as at that date);

German law governed share pledge agreement dated 30 May 2016 between BluJay Solutions Ltd (formerly Kewill Limited) as pledgor, TPG Speciality Lending Europe I Advisors LTD. as pledgee and BluJay Solutions GmbH (formerly Kewill GmbH) as company (the "**German Share Pledge Agreement**");

German law governed global assignment agreement dated 31 May 2016 between BluJay Solutions GmbH (formerly Kewill GmbH) as assignor and TPG Speciality Lending Europe I Advisors LTD. as administrative agent (the "**German Security Assignment of Receivables**");

German law governed assignment of intellectual property rights dated 31 May 2016 between BluJay Solutions GmbH (formerly Kewill GmbH) as assignor and TPG Speciality Lending Europe I Advisors LTD. as administrative agent (the "**German Security Assignment of IP Rights**");

German law governed account pledge agreement dated 31 May 2016 between, amongst others, BluJay Solutions GmbH (formerly Kewill GmbH) as pledgor and TPG Speciality Lending Europe I Advisors LTD. as administrative agent (the "**German Account Pledge Agreement**");

A deed of pledge of shares in the share capital of BluJay Solutions Holding B.V. governed by Netherlands law, dated 31 May 2016 between BluJay Solutions Ltd (formerly Kewill Limited) as pledgor, TPG Speciality Lending Europe I Advisors LTD. as pledgee and BluJay Solutions Holding B.V. (formerly Kewill Holding B.V.) as company;

A combined deed of pledge over receivables governed by Netherlands law dated 31 May 2016 and between BluJay Solutions Holding B.V. (formerly Kewill Holding B.V.), BluJay Solutions B.V. (formerly Kewill B.V.) and BluJay Solutions Nordics Holding B.V. (formerly Kewill Nordics Holding B.V.) as pledgers and TPG Speciality Lending Europe I Advisors LTD. as pledgee;

A deed of pledge of shares in the share capital of BluJay Solutions Nordics Holding B.V. governed by Netherlands law dated 31 May 2016 and between BluJay Solutions Holding B.V. (formerly Kewill Holding B.V.) as pledgor, TPG Speciality Lending Europe I Advisors LTD. as pledgee and BluJay Solutions Nordics Holding B.V. (formerly Kewill Nordics Holding B.V.) as company;

A deed of pledge of shares in the share capital of BluJay Solutions B.V. governed by Netherlands law dated 31 May 2016 and between BluJay Solutions Holding B.V. (formerly Kewill Holding B.V.) as pledgor, TPG Speciality Lending Europe I Advisors LTD. as pledgee and BluJay Solutions B.V. (formerly Kewill B.V.) as company;

Danish law governed negative pledge agreement dated 31 May 2016 between BluJay Solutions A/S (formerly Kewill Nordics A/S) as pledgor and TPG Speciality Lending Europe I Advisors LTD. as secured party and administrative agent;

Danish law governed share pledge agreement dated 31 May 2016 between Kewill Nordics B.V. as pledgor and TPG Speciality Lending Europe I Advisors LTD. as secured party and administrative agent;

Danish law governed account pledge agreement dated 31 May 2016 between BluJay Solutions A/S (formerly Kewill Nordics A/S) as pledgor and TPG Speciality Lending Europe I Advisors LTD. as secured party and administrative agent; and

Danish law governed intra-group receivables assignment agreement dated 31 May 2016 between BluJay Solutions A/S (formerly Kewill Nordics A/S) as assignor and TPG Speciality Lending Europe I Advisors LTD. as secured party and administrative agent.

New York law governed guarantee and collateral Agreement dated as of May 31, 2016 entered into by and among BluJay Solutions Group Holdings Limited (formerly Kewill Group Holdings Limited), BluJay Solutions Holdings Limited (formerly Kewill Holdings Limited), BluJay Solutions Limited (formerly Kewill Limited) and BluJay Solutions Inc. (formerly Kewill Inc.), BluJay Solutions B.V. (formerly Kewill B.V.), BluJay Solutions Holding B.V. (formerly Kewill Holding B.V.), BluJay Solutions GmbH (formerly Kewill GmbH), BluJay Solutions Nordics Holding B.V. (formerly Kewill Nordics Holding B.V.), BluJay Solutions A/S (formerly Kewill Nordics A/S), BluJay Solutions USA Inc. (formerly Four Soft USA Inc.) and BluJay Solutions Co. (formerly Leanlogistics Inc.) as grantors and Tpg Speciality Lending Europe I Advisors LTD;

New York law governed patent security agreement dated as of May 31, 2016 entered into by and among BluJay Solutions Inc. (formerly Kewill Inc.) and BluJay Solutions Co. (formerly Leanlogistics Inc.) as grantors and Tpg Speciality Lending Europe I Advisors LTD as agent.

New York law governed trademark security agreement dated as of May 31, 2016 entered into by and among BluJay Solutions Limited (formerly Kewill Limited), BluJay Solutions Inc. (formerly Kewill Inc.) and BluJay Solutions Co. (formerly Leanlogistics Inc.) as grantors and Tpg Speciality Lending Europe I Advisors LTD as agent.

SCHEDULE 4

Form of release notices of Released Documents governed by Danish law

[•] as [Account Bank/Pledgor/Debtor]

Date: _____ [•] 2017

Release of [[Accounts/Share Pledge]/[Intra-Group Receivables Assignment]] Agreement

Dear Sirs,

We refer to:

- (a) [An account pledge agreement dated 31 May 2016 (the "**Account Pledge**") between Blujay Solutions A/S (formerly Kewill Nordics A/S) as pledgor (the "**Pledgor**") and TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD. as administrative agent and the Secured Parties as defined therein relating to bank account nos. [•] with you and the letter of notification dated [•].]
- (b) [A share pledge agreement dated 31 May 2016 (the "**Share Pledge**") between BluJay Solutions Nordics Holding B.V. (formerly Kewill Nordics Holding B.V.) as pledgor (the "**Pledgor**") and TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD. as administrative agent and the Secured Parties as defined therein relating to the shares in Blujay Solutions A/S (formerly Kewill Nordics A/S) and the letter of notification dated [•].]
- (c) [An intra-group receivables assignment agreement dated 31 May 2016 (the "**Assignment Agreement**") between Blujay Solutions A/S (formerly Kewill Nordics A/S) as assignor (the "**Assignor**") and TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD. as administrative agent and the Secured Parties as defined therein relating to intra-group receivables [and the letter of notification dated [•]].]

We hereby notify you, with effect from the date of this letter, that the [[accounts/shares] pledged]/[receivables assigned] under the [Account Pledge/Share Pledge/Assignment Agreement] are no longer [pledged/assigned] to us and the notice given to you under the [Account Pledge/Share Pledge/Assignment Agreement] is no longer effective.

Yours faithfully,

TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD.

SCHEDULE 5

NOTIFICATIONS TO GERMAN ACCOUNT BANKS

(Form of Declaration for Account Banks)

Freigabeerklärung	Form of Release Declaration
<p><i>[Administrative Agent / pledgee under the German Account Pledge Agreement]</i> <i>[insert address]</i> <i>Tel:</i> <i>Fax:]</i></p> <p><i>[Name and address of Account Bank]</i></p> <p align="right"><i>[Date]</i></p>	
Freigabeerklärung des Kontos der []	Release notice in relation to the account of []
Konto Nr. []	Account No. []
<p>Sehr geehrte Damen und Herren, mit Datum vom [] hatte die [] an uns das oben genannte Konto verpfändet. Wir bestätigen hiermit, dass wir unser Pfandrecht mit Wirkung vom [] freigegeben haben und daher keinerlei Rechte mehr aus diesen Pfandrechten haben. Mit freundlichen Grüßen,</p>	<p>Dear Sir or Madam, as of <i>[date]</i> <i>[company]</i> has pledged the above mentioned account in our favour. We hereby confirm that we have released our pledge with effect from [] and therefore do not have any rights resulting out of these pledges. Kind regards,</p>
<p><i>[Administrative Agent / pledgee under the German Account Pledge Agreement]</i> By: Name: Title:</p> <p>By: Name: Title:</p>	

SCHEDULE 6

NOTIFICATIONS TO THIRD PARTY DEBTORS

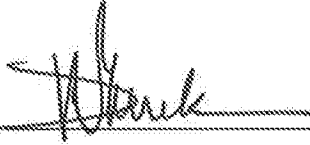
Freigabeerklärung	Form of Release Declaration
<p>[Administrative Agent] [insert address Tel: Fax:]</p> <p>To: [insert address of third party debtor]</p> <p style="text-align: right;">[Date]</p>	
<p>Rückabtretungserklärung bzgl. der Sicherungsabtretung von Forderungen aus [bitte Vertrag einfügen] vom [bitte Abtretungsdatum einfügen]</p>	<p>Reassignment notice in relation to the security assignment of receivables [please insert contract] dated [please insert assignment date]</p>
<p>Vertrag / Police Nr.:</p>	<p>Contract / Policy no.:</p>
<p>Sehr geehrte Damen und Herren, mit Datum vom [bitte Abtretungsdatum einfügen] hatte die [bitte Abtretenden einfügen] an uns sämtliche Forderungen aus den o.g. [bitte Vertrag einfügen] abgetreten. Wir bestätigen hiermit, dass wir sämtliche Forderungen aus den o.g. [please insert contract] mit Wirkung vom [] an [bitte Abtretenden einfügen] rückabgetreten haben und daher nicht mehr Forderungsinhaber sind. Mit freundlichen Grüßen,</p>	<p>Dear Sir or Madam, as of [please insert assignment date] [please insert assignor] has assigned all receivables under the abovementioned contract [please insert contract]. We hereby confirm that we have reassigned all receivables under the abovementioned [please insert contract] with effect from [] to [please insert assignor] and therefore are no longer owning these receivables. Kind regards,</p>
<p>[Administrative Agent] By: Name: Title:</p> <p>By: Name: Title:</p>	

SIGNATORIES TO DEED OF RELEASE

THE ADMINISTRATIVE AGENT

SIGNED for and on behalf of
TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD.
acting by:

Authorised Signatory: _____



Name: _____


Daniel Wanek


Title: _____

Director

THE RELEASED CHARGORS

**EXECUTED as a DEED by
BLUJAY SOLUTIONS GROUP HOLDINGS LIMITED**
acting by:

Director:  _____

Witness:  _____

Name: DEEP SWAN

Address: 132 Grosvenor Rd, London SW1V 3J5

Occupation: FINANCIAL INVESTOR

EXECUTED as a DEED by
BLUJAY SOLUTIONS LTD
acting by:

Director:  _____

Witness:  _____

Name: James Barron

Address: 128 Green Lane, Chilchurst, Kent, BR7 6AZ

Occupation: Executive Assistant

EXECUTED as a DEED by
BLUJAY SOLUTIONS HOLDINGS LIMITED
acting by:

Director: 



Witness: Jane Barton

Name: [Handwritten Name]

Address: 128 Green Lane, Chislehurst, Kent, BR7 6AZ

Occupation: EXECUTIVE ASSISTANT

**EXECUTED as a DEED by
BLUJAY SOLUTIONS GMBH**
acting by:

Managing Director:  _____
Witness:  _____
Name: SOPHIE HOGAN
Address: 18 NORTHMOOR RD, DAIKSAW
Occupation: EXECUTIVE ASSISTANT

EXECUTED as a DEED by
BLUJAY SOLUTIONS HOLDING B.V.
acting by: *B. de Vos*

Authorised Signatory: *B. de Vos*

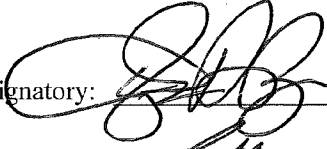
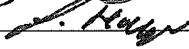
Witness: _____

Name: _____


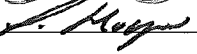
Address: _____

Occupation: _____

**EXECUTED as a DEED by
BLUJAY SOLUTIONS HOLDING B.V.**
acting by:

Authorised Signatory:  _____
Witness:  _____
Name: SOPHIE HOGAN
Address: 18 NORTHRIDGE RD, DAIZ SAY
Occupation: EXECUTIVE ASSISTANT

**EXECUTED as a DEED by
BLUJAY SOLUTIONS B.V.**
acting by:

Authorised Signatory: 
Witness: 
Name: SOPHIE HOYAN
Address: 18 NORTHIDGE RD, DAILSY
Occupation: EXECUTIVE ASSISTANT

**EXECUTED as a DEED by
BLUJAY SOLUTIONS NORDICS HOLDING B.V.**
acting by:

Authorised Signatory: _____



Witness: _____



Name: _____

SOPHIE HOGAN

Address: _____

18 NORTH RIDGE RD, DAIRY

Occupation: _____

EXECUTIVE ASSISTANT

EXECUTED as a DEED by
BLUJAY SOLUTIONS A/S

acting by: B. de Vos

Johanne H. THORGERSEN

Authorised Signatory: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

**EXECUTED as a DEED by
BLUJAY SOLUTIONS CO.**
acting by:

Authorised Signatory:



Witness:

Jane Barron

Name:



Address:

128 Green Lane, Chislehurst, Kent BR7 6AZ

Occupation:

Executive Assistant

**EXECUTED as a DEED by
BLUJAY SOLUTIONS INC.**
acting by:

Authorised Signatory:



Witness:



Name:

Jane Barton

Address:

128 Green Lane, Chislehurst, Kent, BR7 6AZ

Occupation:

Executive Assistant

**EXECUTED as a DEED by
BLUJAY SOLUTIONS USA INC.**
acting by:

Authorised Signatory: 

Witness: 

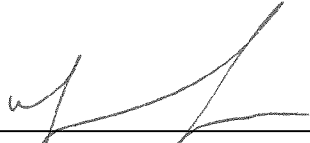
Name: Jane Barton

Address: 128 Green Lane, Chislehurst, Kent BR7 6AZ

Occupation: EXECUTIVE ASSISTANT

THE SECURED PARTIES UNDER THE GERMAN PLEDGE AGREEMENTS

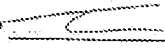
SIGNED for and on behalf of
WELLS FARGO BANK, NATIONAL ASSOCIATION, LONDON BRANCH
acting by:

Authorised Signatory:  _____

Name: **T SALDANHA**

Title: **AUTHORISED
SIGNATORY**


SIGNED for and on behalf of
SILICON VALLEY BANK
acting by:

Authorised Signatory: 

Name: TIM CROSSINS

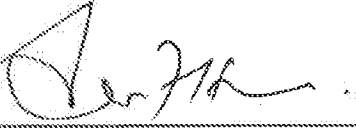
Title: M. DIRECTOR

SIGNED for and on behalf of
PNC BANK, NATIONAL ASSOCIATION
acting by:

Authorised Signatory:  _____
Name: Robert Fuentes
Title: Vice President

SIGNED for and on behalf of
MEISPELT ADJACENT INVESTMENTS S.À R.L.
acting by:

Authorised Signatory:



Name:

Andrew HOMER

Title:

MANAGER (Director)

SIGNED for and on behalf of
TSLE COMPASS S.À R.L.
acting by:

Authorized Signatory: 
Name: Andrew HOMER
Title: MANAGER (Director)