

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687777

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (First Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		11/12/2021	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Transplace Southeast, LLC
Street Address:	3010 Gaylord Parkway, Suite 200
City:	Frisco
State/Country:	TEXAS
Postal Code:	75034
Entity Type:	Limited Liability Company: DELAWARE
Name:	Transplace Texas, L.P.
Street Address:	3010 Gaylord Parkway, Suite 200
City:	Frisco
State/Country:	TEXAS
Postal Code:	75034
Entity Type:	Limited Partnership: TEXAS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4631606	BLACKBEARD
Registration Number:	4694550	
Registration Number:	4714901	
Registration Number:	4609420	M33
Registration Number:	3611051	M33 INTEGRATED SOLUTIONS
Registration Number:	4605464	MCAP
Registration Number:	4623958	MPOWER
Registration Number:	4326646	FAM
Registration Number:	4265923	FREIGHT ALLOCATION MODULE
Registration Number:	4754806	OPTIMIZE PRIME
Registration Number:	2782329	TRANSPLACE
Registration Number:	3283830	TRANSPLACE
Registration Number:	3304299	TRANSPLACE THE 3PL & TECHNOLOGY COMPANY

TRADEMARK

900656052

REEL: 007493 FRAME: 0329

OP \$390.00 4631606

Property Type	Number	Word Mark
Registration Number:	4763873	Y OPTIMIZE PR1ME
Registration Number:	5823534	SHIPPER SYMPOSIUM

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 11/12/2021

Total Attachments: 8

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of November 12, 2021 (the “Effective Date”), is made by GOLDMAN SACHS BANK USA, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (individually, a “Grantor” and collectively, the “Grantors”).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of October 5, 2017, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Copyright Security Agreement, dated as of October 5, 2017 (the “Copyright Security Agreement”), for recordal with the United States Copyright Office;

WHEREAS, the Copyright Security Agreement was recorded with the United States Copyright Office on October 10, 2017 at Volume/Document 9965/527;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of October 5, 2017 and a Trademark Security Agreement, dated as of April 13, 2018 (the “Trademark Security Agreements” and, together with the Copyright Security Agreement, the “Intellectual Property Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreements were recorded with the United States Patent and Trademark Office on October 9, 2017 at Reel/Frame 6177/0641 and April 16, 2018 at Reel/Frame 6358/0899;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Intellectual Property Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Collateral, including the copyright registrations and applications set forth Schedule A attached hereto and the trademark registrations and applications set forth Schedule B attached hereto, arising under the Security Agreement and the Intellectual Property Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Collateral under the Intellectual Property Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Intellectual Property Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and 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 the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

GOLDMAN SACHS BANK USA, acting in its capacity as agent for the Secured parties

By: _____ 

Name:

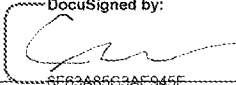
Title:

[Signature Page to IP Release]

**TRADEMARK
REEL: 007493 FRAME: 0333**

GRANTORS:

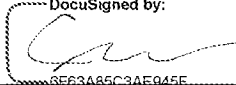
LASER FORWARDING, LLC

DocuSigned by:
By: 
6F63A85C3AE945F

Name: Chris Nester

Title: EVP & CFO

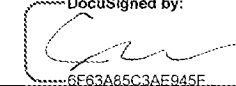
TRANSPLACE TEXAS, LP

DocuSigned by:
By: 
6F63A85C3AE945F

Name: Chris Nester

Title: EVP & CFO

TRANSPLACE SOUTHEAST, LLC

DocuSigned by:
By: 
6F63A85C3AE945F

Name: Chris Nester

Title: EVP & CFO

Schedule A

Copyright Registrations and Applications

V9965 D527

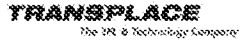

	Claimant	Title	Registration No.	Registration Date
1.	Laser Forwarding, Inc.	O card computer software	TXu000888798	12/14/1998

Schedule B

Trademark Registrations and Applications

Reel 6177 / Frame 0641

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Transplace Southeast, LLC	BLACKBEARD	86219335	03/12/2014	4631606	11/04/2014
2.	Transplace Southeast, LLC	Design 	86198980	02/20/2014	4694550	03/03/2015
3.	Transplace Southeast, LLC	Design 	86219366	03/12/2014	4714901	04/07/2015
4.	Transplace Southeast, LLC	M33	86198962	02/20/2014	4609420	09/23/2014
5.	Transplace Southeast, LLC	M33 INTEGRATED SOLUTIONS	77387785	02/04/2008	3611051	04/28/2009
6.	Transplace Southeast, LLC	MCAP	86198945	02/20/2014	4605464	09/16/2014
7.	Transplace Southeast, LLC	MPOWER	86199026	02/20/2014	4623958	10/21/2014
8.	Transplace Texas, L.P.	FAM	85444772	10/11/2011	4326646	04/30/2013
9.	Transplace Texas, L.P.	FREIGHT ALLOCATION MODULE	85444809	10/11/2011	4265923	12/25/2012
10.	Transplace Texas, L.P.	OPTIMIZE PRIME	86389944	09/09/2014	4754806	06/16/2015
11.	Transplace Texas, L.P.	TRANSPLACE (Stylized) TRANSPLACE	76102714	08/03/2000	2782329	11/11/2003
12.	Transplace Texas, L.P.	TRANSPLACE (Stylized) TRANSPLACE	78789782	01/11/2006	3283830	08/21/2007

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
13.	Transplace Texas, L.P.	TRANSPPLACE THE 3PL & TECHNOLOGY COMPANY (Stylized) 	78789764	01/11/2006	3304299	10/02/2007
14.	Transplace Texas, L.P.	Y OPTIMIZE PRIME & Design 	86433111	10/23/2014	4763873	06/30/2015

Reel 6358 / Frame 0899

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Transplace Texas, L.P.	SHIPPER SYMPOSIUM	87747445	01/08/2018	5823534	07/30/2019