

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of ABL Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/04/2022	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Brightpoint, Inc.		
Street Address:	501 Airtech Parkway		
City:	Plainfield		
State/Country:	INDIANA		
Postal Code:	46168		
Entity Type:	Corporation: INDIANA		
Name:	Shipwire, Inc.		
Street Address:	435 Indio Way		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94085		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4302353	ENTERPRISE LOGISTICS FOR EVERYONE	
Registration Number:	3120126	SHIPWIRE	
Registration Number:	4820811	SHIPWIRE	
Registration Number:	4260094	SHIPWIRE ANYWHERE	
Registration Number:	5148814	STORE-SELL-SHIP	
Registration Number:	4234243	PLAN FORECAST AND MANAGE SUPPLY CHAIN LI	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		

OP \$165.00 4302353

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 04/05/2022

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of April 4, 2022 (the “Effective Date”), is made by JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of each grantor party identified on the signature page hereto (individually, a “Grantor”, and collectively, the “Grantors”).

WHEREAS, pursuant to that certain U.S. ABL Security Agreement, dated as of July 2, 2021, 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”), each 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 Grantors executed and delivered an ABL Trademark Security Agreement, dated as of July 2, 2021 (the “Trademark Security Agreement”), for record with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 2, 2021 at Reel/Frame 007370/0031;

WHEREAS, in reliance of the Grantors’ representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Release, the Agent has agreed to release, discharge, terminate and cancel its security interest, liens, rights, titles and interests pledged and granted in and to certain specified collateral;

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 Trademark Security Agreement, as applicable.

2. Release of Specified Collateral. The Agent hereby releases, discharges, terminates and cancels, without recourse representation or warranty of any kind, all of its security interest, liens, rights, titles and interests pledged and granted in and to (a) the trademark registrations and applications of the Grantors listed on Schedule I attached hereto (the “Released Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreement; (b) all goodwill associated with such trademark registrations and applications; and (c) all Proceeds of any and all of the foregoing. If and to the extent that the Agent has acquired, or been granted or pledged any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent hereby re-transfers, re-conveys and re-assigns, without recourse representation or warranty of any kind, such right, title or interest to the Grantors.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their 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, in form and substance reasonably satisfactory to the Agent), reasonably requested by the Grantors, at the Grantors' 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 New York, without regard to conflicts of law or choice of law principles.

6. Counterparts; Etc. This Release may be executed in any number of counterparts, which together shall constitute one instrument, and shall bind and inure to the benefit of the parties and their respective permitted successors and assigns. The words "execution," "signed," "signature," "delivery," and words of like import in this Release shall be deemed to include electronic signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

[Signature pages follow.]

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

**JP MORGAN CHASE BANK, N.A., acting in
its capacity as Collateral Agent for the
Secured Creditors**

By:  _____

Name: Arpan Patel

Title: Authorized Signer

[Ingram – ABL Trademark Partial Release]

TRADEMARK
REEL: 007680 FRAME: 0911

GRANTORS:

Brightpoint, Inc.

By: Mary Ann Sigler

Name: Mary Ann Sigler

Title: Vice President

CP5

Shipwire, Inc.

By: Mary Ann Sigler

Name: Mary Ann Sigler

Title: Vice President

CP5

SCHEDULE I

Trademark	Docket Number	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Client Name	Classes
ENTERPRISE LOGISTICS FOR EVERYONE	T06820 U S00	United States of America	85/472,189	14-Nov-2011	4,302,353	12-Mar-2013	Registered	Shipwire, Inc	39 Int., 42 Int.
SHIPWIRE	T06833 U S00	United States of America	78/676,752	22-Jul-2005	3,120,126	25-Jul-2006	Registered	Shipwire, Inc	39 Int.
SHIPWIRE	T06833 U S01	United States of America	86/355,550	01-Aug-2014	4,820,811	29-Sep-2015	Registered	Shipwire, Inc	09 Int., 42 Int.
SHIPWIRE ANYWHERE	T06845 U S00	United States of America	85/424,857	16-Sep-2011	4,260,094	18-Dec-2012	Registered	Shipwire, Inc	39 Int., 42 Int.
STORE-SELL-SHIP	T06834 U S00	United States of America	86/627,365	12-May-2015	5,148,814	28-Feb-2017	Registered	Shipwire, Inc	09 Int., 39 Int., 42 Int.
PLAN FORECAST AND MANAGE SUPPLY CHAIN LIFECYCLES MARKET CREATE DEMAND AND ACCESS SALES CHANNELS CUSTOMIZE CONFIGURE, PREPARE AND ENABLE DEVICES MOVE DELIVER DEVICES WHEN AND WHERE THEY NEED TO BE RECOVER MAXIMIZE VALUE FROM RECAPTURED DEVICES	05434U S01	United States of America	86/654,835	18-Jun-2012	4,234,243	30-Oct-2012	Registered	Brightpoint, Inc.	35 Int., 36 Int., 37 Int., 39 Int., 42 Int., 45 Int.