

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		04/04/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
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:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Heather Schneider		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Heather Schneider		
SIGNATURE:	/Heather Schneider/		
DATE SIGNED:	04/07/2022		

CH \$165.00 4302353

Total Attachments: 5

source=Ingram - Notes Trademark Partial Release (Executed)#page1.tif

source=Ingram - Notes Trademark Partial Release (Executed)#page2.tif

source=Ingram - Notes Trademark Partial Release (Executed)#page3.tif

source=Ingram - Notes Trademark Partial Release (Executed)#page4.tif

source=Ingram - Notes Trademark Partial Release (Executed)#page5.tif

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 THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Notes Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Notes Security Agreement, dated as of July 2, 2021, by and among the Agent, the Grantor 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 Notes Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Notes 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 007369/0317;

WHEREAS, in reliance of the Grantor’s 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 Grantor 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 Grantor.

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 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, in form and substance reasonably satisfactory to the Agent), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

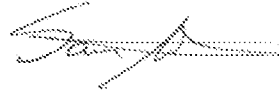
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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:

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., acting in its
capacity as Notes Collateral Agent for the
Secured Parties**




By: _____

Name: Savas Apostolakis
Title: Vice President

GRANTOR:

Shipwire, Inc.

By: 

Name: Mary Ann Sigler

Title: Vice President

MS

[Signature Page to Release of Security Interest in Specified Trademarks]