

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A.		03/31/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kane is Able, Inc.		
Street Address:	3 Stauffer Industrial Park		
City:	Scranton		
State/Country:	PENNSYLVANIA		
Postal Code:	18504		
Entity Type:	Corporation: DELAWARE		
Name:	Kane Freight Lines, LLC (as successor to Kane Freight Lines, Inc.)		
Street Address:	3 Stauffer Industrial Park		
City:	Scranton		
State/Country:	PENNSYLVANIA		
Postal Code:	18504		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
Name:	Kane Traffic Services, LLC (as successor to Kane Traffic Services, Inc.)		
Street Address:	3 Stauffer Industrial Park		
City:	Scranton		
State/Country:	PENNSYLVANIA		
Postal Code:	18504		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
Name:	Kane Warehousing, LLC (as successor to Kane Warehousing, Inc.)		
Street Address:	3 Stauffer Industrial Park		
City:	Scranton		
State/Country:	PENNSYLVANIA		
Postal Code:	18504		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
Name:	Kane Logistics, Inc.		
Street Address:	3 Stauffer Industrial Park		
City:	Scranton		

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State/Country:	PENNSYLVANIA
Postal Code:	18504
Entity Type:	Corporation: MARYLAND
Name:	Kalstar Enterprises, LLC
Street Address:	3 Stauffer Industrial Park
City:	Scranton
State/Country:	PENNSYLVANIA
Postal Code:	18504
Entity Type:	Limited Liability Company: PENNSYLVANIA
Name:	MountainTop Financial, LLC (as successor to MountainTop Financial, L.P.)
Street Address:	3 Stauffer Industrial Park
City:	Scranton
State/Country:	PENNSYLVANIA
Postal Code:	18504
Entity Type:	Limited Liability Company: PENNSYLVANIA
Name:	Harkness Logistics Holdings, Inc.
Street Address:	3 Stauffer Industrial Park
City:	Scranton
State/Country:	PENNSYLVANIA
Postal Code:	18504
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3368674	KANE IS ABLE
Registration Number:	5241669	KANE IS ABLE DEPENDABLE PEOPLE. EXCEPTIO
Registration Number:	5256452	KANE IS ABLE DEPENDABLE PEOPLE. EXCEPTIO

CORRESPONDENCE DATA

Fax Number: 2026375910

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: 2026375600

Email: BoxIP@hoganlovells.com

Correspondent Name: Anna Kurian Shaw of Hogan Lovells US LLP

Address Line 1: 555 13th Street NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	143690.000045
NAME OF SUBMITTER:	Nathan Cooper
SIGNATURE:	/s/ Nathan Cooper

DATE SIGNED:	04/01/2022
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Total Attachments: 4

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**TERMINATION OF AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **TERMINATION OF AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of March 31, 2022 (this “Termination”), is made by CITIZENS BANK, N.A., a national banking association, in its capacity as administrative agent pursuant to the Loan Agreement as defined below (in such capacity, the “Agent”), in favor of KANE IS ABLE, INC., a Delaware corporation (“Kane Is Able”), KANE FREIGHT LINES, LLC, a Pennsylvania limited liability company, as successor by conversion to Kane Freight Lines, Inc. (“Kane Freight”), KANE TRAFFIC SERVICES, LLC, a Pennsylvania limited liability company, as successor by conversion to Kane Traffic Services, Inc. (“Kane Traffic”), KANE WAREHOUSING, LLC, a Pennsylvania limited liability company, as successor by conversion to Kane Warehousing, Inc. (“Kane Warehousing”), KANE LOGISTICS, INC., a Maryland corporation (“Kane Logistics”), KALSTAR ENTERPRISES, LLC, a Pennsylvania limited liability company (“Kalstar”), and MOUNTAINTOP FINANCIAL, LLC, a Pennsylvania limited liability company, as successor by conversion to MountainTop Financial, L.P. (“MountainTop”) and HARKNESS LOGISTICS HOLDINGS, INC., a Delaware corporation (“Parent” and together with Kane Is Able, Kane Freight, Kane Traffic, Kane Warehousing, Kane Logistics and Kalstar, individually each an “Grantor” and collectively “Grantors”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or the IP Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of March 13, 2019, by and among the Grantors, the lenders from time to time party thereto (the “Lenders”) and Agent, as administrative agent for the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified, the “Loan Agreement”), the Lenders agreed to provide the Grantors with certain credit facilities;

WHEREAS, the Grantors, pursuant to that certain Amended and Restated Intellectual Property Security Agreement, dated as of March 13, 2019, by the Grantors in favor of the Agent (the “IP Security Agreement”), granted to the Agent, for the benefit of the Lenders, a continuing security interest in and continuing lien on all of the Grantors’ Collateral (as defined in the IP Security Agreement);

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such Collateral, including, without limitation, the Trademarks (as defined in the IP Security Agreement) identified on Schedule A attached hereto.

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

1. Release of Lien. The Agent hereby terminates the IP Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that it has in, to and under the Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

2. Further Assurances. The Agent shall take all further actions, and provide to each Grantor, 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 any Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of such Grantor.

3. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Agent has caused this Termination of Amended and Restated Intellectual Property Security Agreement to be duly executed as of the date first set forth above.


CITIZENS BANK, N.A.,
as Administrative Agent

By: 

Name: Kenneth Wales

Its: Senior Vice President

Schedule A

<u>Mark</u>	<u>Registration No.</u>	<u>Reg./Application Date</u>
Kane Is Able	3368674	January 15, 2018 (Renewed)
<u>KANE IS ABLE</u> <u>DEPENDABLE</u> <u>PEOPLE</u> <u>EXCEPTIONAL</u> <u>LOGISTICS and Design</u>	5241669	July 11, 2017
		
<u>KANE IS ABLE</u> <u>DEPENDABLE</u> <u>PEOPLE</u> <u>EXCEPTIONAL</u> <u>LOGISTICS and Design</u>	5256452	August 1, 2017
