

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midcap Financial Trust		05/02/2022	Trust: UNITED STATES
RECEIVING PARTY DATA			
Name:	Pilot Air Freight LLC		
Street Address:	314 North Middletown Road		
City:	Lima		
State/Country:	PENNSYLVANIA		
Postal Code:	19037		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	2663061	CO-PILOT	
Registration Number:	4754176	COPILOT ONLINE SHIPPING NAVIGATOR	
Registration Number:	2351770	FIRST FLIGHT SERVICE	
Registration Number:	2055909	MERGE AND DELIVER	
Registration Number:	2089426	PILOT	
Registration Number:	3745930	PILOT	
Registration Number:	1226948	PILOT AIR FREIGHT	
Registration Number:	4003615	PILOT	
Registration Number:	4003614	PILOT	
Registration Number:	4818736	PILOT CUSTOMS BROKERAGE	
Registration Number:	4818737	PILOT CUSTOMS BROKERAGE	
Registration Number:	3545851	PILOT FREIGHT SERVICES	
Registration Number:	2660634	PILOT HOME DELIVERY	
Registration Number:	4694549	PILOT LOGISTICS SERVICES	
Registration Number:	4706691	PILOT LOGISTICS SERVICES	
Registration Number:	2431490	PILOT MARINE SERVICES	
Registration Number:	2527054	PILOT PLATINUM GUARANTEE	
Registration Number:	4367708	PILOT PLATINUM GURARANTEE	
Registration Number:	4057209	PILOTING BUSINESS	

CH \$715.00 2663061

Property Type	Number	Word Mark
Registration Number:	3102741	WORLD FREIGHT ALLIANCE
Registration Number:	5081538	MANNA FREIGHT SYSTEMS, INC.
Registration Number:	5077410	SCHEDULEMYDELIVERY.COM
Registration Number:	4759262	MANNA DISTRIBUTION SERVICES
Registration Number:	4840175	CENTREK DISTRIBUTION SERVICES
Registration Number:	4127237	LAST MILE HOME
Registration Number:	5328799	LIFT (LOGISTICS, INVENTORY, AND FREIGHTTT
Registration Number:	5264065	CLARITY SUPPLY CHAIN VISIBILITY TOOLS
Registration Number:	4754995	VRALO

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	05964-00020
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	05/02/2022

Total Attachments: 6

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RELEASE OF TRADEMARK SECURITY AGREEMENTS

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of May 2, 2022 (this “Release”) is made by MIDCAP FINANCIAL TRUST, in its capacity as collateral agent (the “Collateral Agent”) under (i) that certain Trademark Security Agreement, dated as of October 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “2016 Trademark Security Agreement”) and (ii) that certain Supplement to Trademark Security Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “2018 Trademark Security Agreement” and together with the 2016 Trademark Security Agreement, each, a “Trademark Security Agreement” and collectively, the “Trademark Security Agreements”), in favor of PILOT AIR FREIGHT LLC, a Delaware limited liability company (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreements or the Credit Agreement referenced in the Trademark Security Agreements, as applicable.

WHEREAS, pursuant to the 2016 Trademark Security Agreement, which was recorded in the records of the United States Patent and Trademark Office (the “USPTO”) on October 26, 2016 at Reel 5907, Frame 0727 and the 2018 Trademark Security Agreement, which was recorded in the records of the USPTO on September 5, 2018 at Reel 6438, Frame 0268, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, on and to all of the Grantor’s right, title and interest in the Trademark Collateral, including the United States registered trademarks and trademark applications set forth on the attached Schedule 1; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of May 2, 2022, by and among others, the Grantor and the Collateral Agent, the Grantor has requested and the Collateral Agent has agreed to provide a document suitable for recording in the USPTO evidencing and effecting the release, relinquishment and discharge of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate and cancel the Trademark Security Agreements, (b) terminate the Security Interest created under each Trademark Security Agreement in the Trademark Collateral, including without limitation the United States registered trademarks and trademark applications set forth on the attached Schedule 1, (c) release its Security Interest in the Trademark Collateral, (d) discharge any and all rights, title and interest it has in and the Security Interest granted to the Collateral Agent in the Trademark Collateral, and (e) reassign, grant, and convey all rights and interests Collateral Agent may have in the Trademark Collateral to the Grantor.

Collateral Agent agrees, at Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

Collateral Agent authorizes and requests that the Commissioner of Trademarks of the USPTO and any other applicable government officer record this Release.

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IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.
its Investment Manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

SCHEDULE 1

Trademark Collateral

REEL 5907 FRAME 0727

Mark	Registration Number	Registrant
CO-PILOT	2663061 USA	Pilot Air Freight LLC
COPILOT ONLINE SHIPPING NAVIGATOR and Design	4754176 USA	Pilot Air Freight LLC
FIRST FLIGHT SERVICE	2351770 USA	Pilot Air Freight LLC
MERGE AND DELIVER	2055909 USA	Pilot Air Freight LLC
PILOT	2089426 USA	Pilot Air Freight LLC
PILOT and Design	3745930 USA	Pilot Air Freight LLC
PILOT AIR FREIGHT and Design	1226948 USA	Pilot Air Freight LLC
PILOT and Design	4003615 USA	Pilot Air Freight LLC
PILOT and Design	4003614 USA	Pilot Air Freight LLC
PILOT CUSTOMS BROKERAGE	4818736 USA	Pilot Air Freight LLC
PILOT CUSTOMS BROKERAGE and Design	4818737 USA	Pilot Air Freight LLC
PILOT FREIGHT SERVICES	3545851 USA	Pilot Air Freight LLC
PILOT HOME DELIVERY	2660634 USA	Pilot Air Freight LLC
PILOT LOGISTICS SERVICES	4694549 USA	Pilot Air Freight LLC
PILOT LOGISTICS SERVICES and Design	4706691 USA	Pilot Air Freight LLC
PILOT MARINE SERVICES	2431490 USA	Pilot Air Freight LLC
PILOT PLATINUM GUARANTEE	2527054 USA	Pilot Air Freight LLC
PILOT PLATINUM GUARANTEE and Design	4367708 USA	Pilot Air Freight LLC
PILOTING BUSINESS	4057209 USA	Pilot Air Freight LLC
WORLD FREIGHT ALLIANCE	3102741 USA	Pilot Air Freight LLC
PILOT	902580272 Brazil	Pilot Air Freight LLC

PILOT and Design	840154747 Brazil	Pilot Air Freight LLC
PILOT and Design	840154798 Brazil	Pilot Air Freight LLC
PILOT and Design	902580310 Brazil	Pilot Air Freight LLC
PILOT and Design	840154941 Brazil	Pilot Air Freight LLC
PILOT and Design	840154879 Brazil	Pilot Air Freight LLC
PILOT and Design	TMA855648 Canada	Pilot Air Freight LLC
FIRST FLIGHT SERVICE	TMA611466 Canada	Pilot Air Freight LLC
PILOT AIR FREIGHT	1771561 Canada (pending)	Pilot Air Freight LLC
PILOT and Design	009308685 EU	Pilot Air Freight LLC
PILOT and Design	009309071 EU	Pilot Air Freight LLC
PILOT FREIGHT SERVICES	8237737 EU	Pilot Air Freight LLC
PILOT	301651978 Hong Kong	Pilot Air Freight LLC
PILOT and Design	301652184 Hong Kong	Pilot Air Freight LLC
PILOT and Design	197042 Israel	Pilot Air Freight LLC
PILOT and Design	197043 Israel	Pilot Air Freight LLC
PILOT AIR FREIGHT	196385 Israel	Pilot Air Freight LLC
PILOT AIR FREIGHT and Design	196386 Israel	Pilot Air Freight LLC
PILOT	1184780 Mexico	Pilot Air Freight LLC
PILOT	1574473 Mexico	Pilot Air Freight LLC
PILOT and Design	1186522 Mexico	Pilot Air Freight LLC
PILOT and Design	1186521 Mexico	Pilot Air Freight LLC
PILOT and Design	1492288 Mexico	Pilot Air Freight LLC
PILOT and Design	1492287 Mexico	Pilot Air Freight LLC
PILOT and Design	1521471 Mexico	Pilot Air Freight LLC
PILOT DE MEXICO and Design	1526042 Mexico	Pilot Air Freight LLC

Trademark	Jurisdiction	Registration Number	Registrant
MANNA FREIGHT SYSTEMS, INC.	USA	5081538	Pilot Air Freight LLC
SCHEDULEMYDELIVERY.COM	USA	5077410	Pilot Air Freight LLC
MANNA DISTRIBUTION SERVICES LOGO	USA	4759262	Pilot Air Freight LLC
CENTREK DISTRIBUTION SERVICES	USA	4840175	Pilot Air Freight LLC
LAST MILE HOME LOGO	USA	4127237	Pilot Air Freight LLC
LIFT (LOGISTICS, INVENTORY, AND FREIGHT TRACKING)	USA	5328799	Pilot Air Freight LLC
CLARITY SUPPLY CHAIN VISIBILITY TOOLS	USA	5264065	Pilot Air Freight LLC
VRALO LOGO	USA	4754995	Pilot Air Freight LLC