

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		12/21/2006	Collateral Agent: CANADA
RECEIVING PARTY DATA			
Name:	Clipper Exxpress Company, nka Radiant Road & Rail, Inc.		
Street Address:	700 S. RENTON VILLAGE PLACE, SEVENTH FLOOR		
Internal Address:	TRITON TOWERS TWO		
City:	RENTON		
State/Country:	WASHINGTON		
Postal Code:	98057		
Entity Type:	Corporation: DELAWARE		
Name:	Bluenose Holdings Inc.		
Street Address:	700 S. RENTON VILLAGE PLACE, SEVENTH FLOOR		
Internal Address:	TRITON TOWERS TWO		
City:	RENTON		
State/Country:	WASHINGTON		
Postal Code:	98057		
Entity Type:	Corporation: DELAWARE		
Name:	Wheels Limited Partnership		
Street Address:	700 S. RENTON VILLAGE PLACE, SEVENTH FLOOR		
Internal Address:	TRITON TOWERS TWO		
City:	RENTON		
State/Country:	WASHINGTON		
Postal Code:	98057		
Entity Type:	Limited Partnership: DELAWARE		
Name:	Bluenose Finance LLC		
Street Address:	700 S. RENTON VILLAGE PLACE, SEVENTH FLOOR		
Internal Address:	TRITON TOWERS TWO		
City:	RENTON		
State/Country:	WASHINGTON		
Postal Code:	98057		
Entity Type:	Limited Liability Company: DELAWARE		

900745381

TRADEMARK
REEL: 007949 FRAME: 0326

OP \$140.00 0638197

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	0638197	CLIPPER
Registration Number:	0992748	CLIPPER EXXPRESS
Registration Number:	2152466	CLIPPER GROUP
Registration Number:	2152467	CLIPPER WORLDWIDE
Registration Number:	2154971	CLIPPER WORLDWIDE

CORRESPONDENCE DATA**Fax Number:** 6126077100*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:** 6126077325**Email:** BGrahn@foxrothschild.com**Correspondent Name:** Barbara Grahn**Address Line 1:** 997 Lenox Drive**Address Line 2:** Princeton Pike Corporate Center**Address Line 4:** Lawrenceville, NEW JERSEY 08648-2311**ATTORNEY DOCKET NUMBER:** 070293.00128**NAME OF SUBMITTER:** Barbara Grahn**SIGNATURE:** /bjg/**DATE SIGNED:** 01/19/2023**Total Attachments: 7**

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RELEASE AND DIRECTION

TO: Wheels International Freight Systems Inc.
 iWheels Dedicated Inc.
 Associate Intermodal Management Corporation.
 Wheels Limited Partnership
 Clipper Exxpress Company (formerly Bluenose Holdings Inc.)
 (collectively, the "**Borrowers**" and each, individually, a "**Borrower**");

AND TO: Wheels Holdco Inc.
 Bluenose Holdings (Ontario) Inc.
 Wheels General Partner Inc.
 3142351 Nova Scotia Company
 Bluenose Finance LLC
 2062698 Ontario Inc.
 Robert Procyk
 Douglas Tozer
 (collectively the "**Guarantors**" and each, individually, a "**Guarantor**")

AND TO: Denise Messier
 Peter Jamieson
 Jim Davidson
 1276004 Ontario Inc.
 2001291 Ontario Inc.
 932954 Ontario Inc.
 (collectively, the "**Other Parties**" and each, individually, an "**Other Party**")

WHEREAS:

- A. Canadian Imperial Bank of Commerce, Canadian Imperial Bank of Commerce, New York Branch and CIBC Inc. (collectively the "**Lenders**") granted certain credit facilities to the Borrowers pursuant to a credit agreement dated as of June 15, 2006 (the "**Credit Agreement**").
- B. Pursuant to the Credit Agreement, some or all of the Borrower, Guarantors and Other Parties (collectively, the "**Releasees**") granted certain security in favour of Canadian Imperial Bank of Commerce as agent (the "**Agent**") on behalf of the Lenders (collectively, "**the Security**") as security for the liabilities and obligations of the Borrowers under the Credit Agreement (the "**Indebtedness**").

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Lenders agree as follows:

- 1. Repayment. The Agent and the Lenders acknowledge and agree that payment in full of all outstanding Indebtedness has been made by the Borrowers and all Credits (as defined in the Credit Agreement) in favour of the Borrowers and all Commitments of the Lenders under the

Credit Agreement are hereby permanently cancelled and terminated and the Credit Documents are hereby terminated, with the exception of the Letters of Credit (as hereinafter defined).

2. Outstanding Letters of Credit. Certain letters of credit issued by one or more of the Lenders remain outstanding as set out in Schedule "A" hereto (collectively, the "**Letters of Credit**") along with certain foreign exchange contracts ("**FX Contracts**"), and the Borrowers have agreed to provide the following cash collateral to the Lenders (the "**Cash Collateral**"):
 - (a) the amount of Cdn.\$210,000 held in Wheels International Freight Systems Inc.'s account no. 95-00316/ 003222 (the "**Cdn. Account**"); and
 - (b) the amount of U.S.\$210,000 held in Wheels International Freight Systems Inc.'s account no. 02-32815/ 003222(the "**U.S. Account**").

Wheels International Freight Systems Inc. has also executed and delivered separate securities pledge agreements, each dated as of December 20, 2006, granting in favour of the Lenders a security interest in the Cash Collateral held in each of the Cdn. Account and the U.S. Account (collectively, the "**New Pledge Agreements**") to secure the liabilities and obligations of the Borrowers under the Letters of Credit and the FX Contracts.

3. Release and Discharge. Save and except for the New Pledge Agreements, the Agent and the Lenders hereby release and discharge all Security and with the exception of the Personal Property Security Act (Ontario) ("**PPSA**") registration made against Wheels International Freight Systems Inc. ("**Wheels**") having file no. 624686031, all other registrations relating to the Security. The Agent and the Lenders hereby authorize and direct any of the addressees or their respective agents to: (i) complete, file and register full and final discharges in respect of the registrations listed in Schedule "B" hereto; (ii) amend CIBC's PPSA registration against Wheels having file no. 624686031 so that the collateral classifications are amended to "Accounts" and "Other" and the general collateral classification refers to the New Pledge Agreements, (iii) delete the undersigned's name as a mortgagee and/or loss payee on any insurance policy maintained by the Debtor and (iv) delete the undersigned's name from title certificates filed in the United States in respect of trailers owned by any of the Borrowers or Guarantors. The Agent and the Lenders also undertake to do, make and execute, and/or to authorize the doing, making or execution of, all such deeds, documents and things as may be reasonably required to effect and record the release and discharge of the Security and the repayment of obligations secured by the Security at the sole expense of the Borrower.
4. Representations and Warranties. The Agent and the Lenders each represent and warrant that it has not sold, transferred, assigned or encumbered or agreed to sell, transfer, assign or encumber any of the Credit Documents or any of its interest in the collateral described in the Security.
5. The provisions hereof shall enure to the benefit of the Borrowers, Guarantors and Other Parties and their successors and assigns and shall be binding upon the successors and assigns of the Agent and the Lenders.

acknowledged, the Agent and the Lenders undertake to and agree with each of the Releasees that upon the Agent and the Lenders receiving indefeasible payment in full of the Indebtedness, inclusive of interest thereon to the date of payment, the Agent and the Lenders shall deliver to the Releasees a duly executed release substantially in the form attached as Schedule "B" to this undertaking.

DATED this 21 day of December, 2006.

CANADIAN IMPERIAL BANK OF
COMMERCE

Per: _____
Name: _____
Authorized Signing Officer
I have authority to bind the bank.

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK BRANCH

Per: _____
Name: _____
Authorized Signing Officer
I have authority to bind the bank.

CIBC INC.

Per: _____
Name: _____
Authorized Signing Officer
I have authority to bind the bank.

DATED this 21st day of December, 2006

**CANADIAN IMPERIAL BANK OF COMMERCE,
as collateral agent and as lender**

Per: _____
Name:
Title:

**CANADIAN IMPERIAL BANK OF COMMERCE
(NEW YORK BRANCH)
as lender**

Per: _____
Name: **Dominic J. Sorresso**
Title: **Executive Director
CIBC World Markets Corp.
Authorized Signatory
CIBC INC.**

**CIBC INC.,
as lender**

Per: _____
Name: **Dominic J. Sorresso**
Title: **Executive Director
CIBC World Markets Corp.
Authorized Signatory
CIBC INC.**

SCHEDULE "A"
OUTSTANDING LETTERS OF CREDIT

WIFS L/C# SBT722318 \$50,000 US

WIFS L/C# SBT730580 \$50,000 US

WIFS L/C# SBT737685 \$50,000 US

AIM L/C# SBT729108 \$10,000 US

Total US\$ \$160,000

WIFS L/C# SBT702851 \$25,000 CDN

WIFS L/C# SBT714316 \$60,000 CDN

IWD L/C# SBT729871 \$25,000 CDN

IWD L/C# SBT732498 \$100,000 CDN

Total CDN\$210,000

SCHEDULE "B"
PERSONAL PROPERTY REGISTRATIONS

(a) **Ontario**

<u>File Reference No.</u>	<u>Debtor</u>	<u>Secured Party</u>
624686022	iWheels Dedicated Inc.	Canadian Imperial Bank of Commerce, as Collateral Agent
624686058	Associate Intermodal Management Corporation	Canadian Imperial Bank of Commerce, as Collateral Agent
624686085	Wheels Holdco Inc.	Canadian Imperial Bank of Commerce, as Collateral Agent
624686112	Wheels General Partner Inc.	Canadian Imperial Bank of Commerce, as Collateral Agent
624700521	Wheels Limited Partnership	Canadian Imperial Bank of Commerce, as Collateral Agent
624700485	Bluenose Finance LLC	Canadian Imperial Bank of Commerce, as Collateral Agent
624941442	3142351 Nova Scotia Company	Canadian Imperial Bank of Commerce, as Collateral Agent
624865815	Douglas W. Tozer	Canadian Imperial Bank of Commerce, as Collateral Agent
624865806	Robert M. Procyk	Canadian Imperial Bank of Commerce, as Collateral Agent
626004711	1276004 Ontario Limited	Canadian Imperial Bank of Commerce, as Collateral Agent
626004729	932954 Ontario Inc.	Canadian Imperial Bank of Commerce, as Collateral Agent
626004675	Peter C Jamieson	Canadian Imperial Bank of Commerce, as Collateral Agent
626004684	Denise L. Messier	Canadian Imperial Bank of Commerce, as Collateral Agent

<u>File Reference No.</u>	<u>Debtor</u>	<u>Secured Party</u>
626004702	Donald J. Davidson	Canadian Imperial Bank of Commerce, as Collateral Agent
626004711	1276004 Ontario Limited	Canadian Imperial Bank of Commerce, as Collateral Agent
626004729	932954 Ontario Inc.	Canadian Imperial Bank of Commerce, as Collateral Agent
626540085	2001291 Ontario Inc.	Canadian Imperial Bank of Commerce, as Collateral Agent
624686103	Bluenose Holdings (Ontario) Inc.	Canadian Imperial Bank of Commerce, as Collateral Agent
627146217	Clipper Exxpress Company	Canadian Imperial Bank of Commerce, as Collateral Agent

(b) Nova Scotia

<u>Registration No.</u>	<u>Debtor</u>	<u>Secured Party</u>
11147154	Wheels Limited Partnership	Canadian Imperial Bank of Commerce, as Collateral Agent
10956969	3142351 Nova Scotia Company	Canadian Imperial Bank of Commerce, as Collateral Agent

(c) British Columbia

<u>Registration No.</u>	<u>Debtor</u>	<u>Secured Party</u>
970127C	Wheels International Freight Systems Inc.	Canadian Imperial Bank of Commerce, as Collateral Agent