CH \$165.00 456332

ETAS ID: TM873055

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: TERMINATION AND RELEASE OF TRADEMARK SECURITY

AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fortress Credit Corp., as Administrative Agent		01/31/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Cardinal Logistics Management Corporation	
Street Address:	5333 Davidson Highway	
City:	Concord	
State/Country:	NORTH CAROLINA	
Postal Code:	28027	
Entity Type:	Corporation: NORTH CAROLINA	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Registration Number:	4563325	CARDINAL DEDICATED DELIVERY LOGISTICS	
Registration Number:	4350697	CARDINAL HOSTED LOGISTICS	
Registration Number:	4402820	CARDINAL HOSTED LOGISTICS	
Registration Number:	4136713	DYNAMIC WORKFLOW	
Registration Number:	4724506		
Registration Number:	4546620		

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Danielle Lara Cepelewicz

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	D.Cepelewicz - 45968.0099	
NAME OF SUBMITTER:	Danielle Lara Cepelewicz	

TRADEMARK
REEL: 008335 FRAME: 0113

900832766

SIGNATURE:	/Danielle Lara Cepelewicz/	
DATE SIGNED:	02/01/2024	

Total Attachments: 4

source=Cardinal - Termination and Release of Security Interest in Trademarks (Executed Version)#page1.tif source=Cardinal - Termination and Release of Security Interest in Trademarks (Executed Version)#page2.tif source=Cardinal - Termination and Release of Security Interest in Trademarks (Executed Version)#page3.tif source=Cardinal - Termination and Release of Security Interest in Trademarks (Executed Version)#page4.tif

TRADEMARK REEL: 008335 FRAME: 0114

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of January 31, 2024 ("Effective Date"), is made by FORTRESS CREDIT CORP., as administrative agent for the Lenders (as defined in the Loan Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") in favor of CARDINAL LOGISTICS MANAGEMENT CORPORATION, a North Carolina corporation ("Cardinal Logistics" and the "Grantor").

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of February 3, 2021, as amended by that certain First Amendment to Loan and Security Agreement, dated as of August 1, 2022 and that certain Second Amendment to Loan and Security Agreement, dated as of August 17, 2023 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among CLH Acquisition Corporation, a Delaware corporation ("Holdings"), Cardinal Holdco, LLC, a Delaware limited liability company ("Cardinal HoldCo"), Cardinal Logistics (together with Cardinal HoldCo, the "Borrowers" and each, a "Borrower"), the other Restricted Subsidiaries of Holdings from time to time party thereto (together with Holdings, the "Guarantors" and each, a "Guarantor"), the several financial institutions from time to time party thereto, as Lenders, and the Administrative Agent, the Grantor and the Administrative Agent executed that Trademark Security Agreement, dated as of February 3, 2021 (the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Administrative Agent a security interest in, to and under all Trademark Collateral, including without limitation the Trademarks listed on Schedule A hereto:

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("USPTO") on February 3, 2021 at Reel 7179 Frame 0645; and

WHEREAS, the Grantor has paid in full all of the obligations that are secured by the Trademark Collateral and has requested that the Administrative Agent terminate and release the entirety 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 Administrative Agent hereby agrees as follows:

SECTION 1. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or Loan Agreement, as applicable.

SECTION 2. <u>Termination and Release</u>. The Administrative Agent, without representation, warranty, or recourse, hereby (i) terminates and cancels the Trademark Security Agreement and (ii) terminates, cancels, discharges, and releases all of its security interests in and to each Grantor's right, title, and interest in, to, and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, those Trademarks referred to on <u>Schedule A</u> hereto, and any right, title or interest of the Administrative Agent in the Trademark Collateral shall hereby cease and become void.

TRADEMARK REEL: 008335 FRAME: 0115 SECTION 3. Reassignment; Authorization of Recording; Further Assurances. The Administrative Agent, on behalf of the Secured Parties, hereby re-assigns, re-transfers and reconveys to each Grantor, without representation or recourse, any and all right title or interest the Administrative Agent may have in and to the Trademark Collateral, including, without limitation, those Trademarks referred to on Schedule A hereto. The Administrative Agent hereby authorizes the recordation of this Release with the USPTO at Grantors' expense. The Administrative Agent hereby agrees, at Grantors' expense, to take such further actions as Grantors may reasonably request in order to effectuate the termination and release contemplated by this Release.

SECTION 4. <u>Choice of Law</u>. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature page follows]

2

IN WITNESS WHEREOF, the Administrative Agent has executed this Termination and Release of Trademark Security Agreement as of the date first set forth above.

FORTRESS CREDIT CORP.,

as Administrative Agent

Name: Dustin Schiavi

Title: Authorized Signatory

REEL: 008335 FRAME: 0117

SCHEDULE A

TO

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

U.S. Trademark Registrations

<u>Mark</u>	Company	Ser. No. Reg. No.	Status Key Dates
CARDINAL DEDICATED DELIVERY LOGISTICS and design	Cardinal Logistics Management Corporation (North Carolina Corp.) 5333 Davidson Highway Concord North Carolina 28027	RN: 4563325 SN: 86115047	Registered July 8, 2014 Filed: November 11, 2013
CARDINAL HOSTED LOGISTICS	Cardinal Logistics Management Corporation (North Carolina Corp.) 5333 Davidson Highway Concord North Carolina 28027	RN: 4350697 SN: 85328827	Registered June 11, 2013 Filed: May 24, 2011
CARDINAL HOSTED LOGISTICS	Cardinal Logistics Management Corporation (North Carolina Corp.) 5333 Davidson Highway Concord North Carolina 28027	RN: 4402820 SN: 85805609	Registered September 17, 2013 Filed: December 18, 2012
DYNAMIC WORKFLOW	Cardinal Logistics Management Corporation (North Carolina Corp.) 5333 Davidson Highway Concord North Carolina 28027	RN: 4136713 SN: 85251922	Filed: February 25, 2011 Registered: May 1, 2012
	Cardinal Logistics Management Corporation (North Carolina Corp.) 5333 Davidson Highway Concord North Carolina 28027	RN: 4724506 SN: 86019428	Registered April 21, 2015 Filed: July 25, 2013
Cardinal Logistics Management Corporation (North Carolina Corp.) 5333 Davidson Highway Concord North Carolina 28027		RN: 4546620 SN: 86019407	Registered June 10, 2014 Filed: July 25, 2013

WEIL 99532268V.5

RECORDED: 02/01/2024

TRADEMARK
REEL: 008335 FRAME: 0118