

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI28767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO BANK N.A., as Agent		02/15/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Company Name:	ASCENT GLOBAL LOGISTICS, LLC		
Street Address:	2068 E Street		
City:	Belleville		
State/Country:	MICHIGAN		
Postal Code:	48111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6566541	PEAK	
Registration Number:	7244653	PEAK	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	6173417721		
Email:	michelle.bramwell@morganlewis.com		
Correspondent Name:	Michelle Bramwell		
Address Line 1:	One Federal Street		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Michelle Bramwell		
SIGNATURE:	Michelle Bramwell		
DATE SIGNED:	02/15/2024		
Total Attachments: 4			
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PARTIAL RELEASE OF 2023 SECURITY INTEREST IN TRADEMARK RIGHTS

This PARTIAL RELEASE OF 2023 SECURITY INTEREST IN TRADEMARK RIGHTS dated as of February 15, 2024 (this "Partial Release"), is made by BMO BANK, N.A., as the Agent (as defined below), in favor of ASCENT GLOBAL LOGISTICS, LLC, a Delaware limited liability company (the "Released Party"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, the Security Agreement or the Trademark Security Agreement (in each case, as defined below), as applicable.

A. Reference is made to (i) that certain Credit Agreement, dated as of December 28, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Ascent Global Borrower, LLC, a Delaware limited liability company (as successor in interest to AGL Finance Merger Sub, LLC, a Delaware limited liability company, the "Borrower"), Ascent Global Holdings, LLC, a Delaware limited liability company ("Holdings"), the other Guarantors party thereto from time to time, BMO Bank N.A. ("BMO"), as administrative agent and collateral agent (in such capacities, the "Agent") and each other Lender party thereto, (ii) the Security Agreement, dated as of December 28, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among each Grantor (as defined therein) party thereto, including the Released Party, and the Agent and (iii) the Trademark Security Agreement, dated as of December 28, 2023 (the "Trademark Security Agreement"), among each Grantor (as defined therein), including the Released Party, and the Agent.

B. Pursuant to the Security Agreement and/or the Trademark Security Agreement, as applicable, the Released Party granted to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations, a lien on and security interest in all of the Grantors' right, title and interest in, to and under the Trademarks that are not Excluded Assets (including, without limitation, those items listed on Schedule A thereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (the "Trademark Collateral").

C. The Trademark Collateral included, among other things, the Trademarks set forth on Schedule I hereto, including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (the "Released Trademark Collateral").

D. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 28, 2023 at Reel 8302 and Frame 0540.

E. The Borrowers have requested that the Agent execute and deliver this Partial Release to evidence the release of the Agent's lien on and security interest in the Released Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

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

Section 1. Pursuant to Section 10.01 of the Credit Agreement, the Agent does hereby evidence and confirm, without representation or warranty, the release, discharge, termination and cancellation of any and all of its lien on and security interest in the Released Trademark Collateral, and any right, title or interest of the Agent in such Released Trademark Collateral shall hereby cease and become void. The Agent hereby re-transfers, re-conveys and re-assigns to the Released Party any and all right, title and interest that the Agent may have in, to or under the Released Trademark Collateral, provided, however, that this Partial Release is being made without recourse to or warranty by the Agent.

Section 2. This Partial 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. Except as expressly set forth herein, the Agent's security interests, liens, rights, titles and interests in the Collateral arising under the Security Agreement or the Trademark Security Agreement (other than the Released Trademark Collateral) shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly set forth herein, the Security Agreement and the Trademark Security Agreement shall remain in full force and effect in accordance with their respective terms.

Section 3. THIS PARTIAL RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

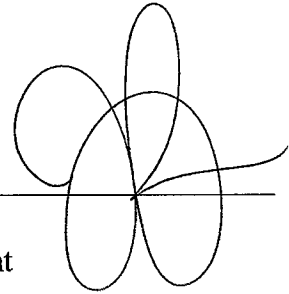
IN WITNESS WHEREOF, the Agent has caused this Partial Release to be duly executed as of the day and year first above written.

BMO BANK N.A., as Agent,

By: _____

Name: Jared Price

Title: Vice President


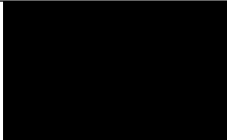
A handwritten signature in black ink, consisting of several overlapping loops and a trailing line, positioned to the right of the signature line.

[Signature Page to Partial Release of 2023 Security Interest in Trademark Rights]

TRADEMARK
REEL: 008345 FRAME: 0721

SCHEDULE I
to
PARTIAL RELEASE OF 2023 SECURITY INTEREST IN TRADEMARK RIGHTS

Released Trademark Collateral

Entity	Mark	Filing/Registration Date	Status	Filing/S/N/Reg. No.
Ascent Global Logistics, LLC		12/16/20 /11/23/21	Registration	Reg. No. 6566541
Ascent Global Logistics, LLC		9/14/22 /12/12/2023	Registration	Reg. No. 7244653