# .983

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## Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		04/08/2010	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	OZBURN-HESSEY LOGISTICS, LLC
Street Address:	7101 EXECUTIVE CENTER DR., SUITE 333
City:	BRENTWOOD
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3027983	ОН
Registration Number:	3049632	OH LOGISTICS
Registration Number:	3027980	OHL
Registration Number:	3027981	OZBURN-HESSEY LOGISTICS
Registration Number:	3049629	LOCALLY FOCUSED REGIONALLY POSITIONED NATIONALLY INTEGRATED

#### **CORRESPONDENCE DATA**

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455
Email: jlik@shearman.com

Correspondent Name: Zheng Bao

Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

900159484 REEL: 004184 FRAME: 0797

TRADEMARK

ATTORNEY DOCKET NUMBER:	3232/644	
NAME OF SUBMITTER:	ZHENG BAO	
Signature:	/ZHENG BAO/	
Date:	04/09/2010	
Total Attachments: 6 source=0 - Release - Trademark (OHL)#page1.tif source=0 - Release - Trademark (OHL)#page2.tif source=0 - Release - Trademark (OHL)#page3.tif source=0 - Release - Trademark (OHL)#page4.tif source=0 - Release - Trademark (OHL)#page5.tif source=0 - Release - Trademark (OHL)#page6.tif		

TRADEMARK REEL: 004184 FRAME: 0798

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of April <u>8</u>, 2010 ("Effective Date") by and between Ozburn-Hessey Logistics, LLC ("Grantor") and Morgan Stanley Senior Funding, Inc., as administrative agent (the "Administrative Agent"). Capitalized terms not defined herein have the meaning given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor and the Administrative Agent entered into that certain Pledge and Security Agreement by and between Grantor, the Administrative Agent and the other parties thereto dated August 10, 2005 (the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor granted to the Administrative Agent a lien on and security interest in all of its right, title and interest in, to and under certain intellectual property and entered into that certain Trademark Security Agreement dated August 10, 2005 (the "Trademark Security Agreement") for the purpose of recording such security interest with respect to the trademarks of Grantor, including those items set forth on Schedule A hereto (as further defined in the Trademark Security Agreement, the "Trademark Collateral") with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 15, 2005, at Reel 003140, Frames 0825; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to the Administrative Agent.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, (i) terminates the Trademark Security Agreement, (ii) terminates, cancels and releases any and all security interests it has against the Trademark Collateral, and (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Trademark Collateral to Grantor.

The Administrative Agent shall, upon Grantor's written request and at the Grantor's sole cost and expense, take all further actions, and provide to 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 Grantor to more fully and effectively effectuate the purposes of this Release, unless any of the foregoing actions would be contrary to applicable law or the Loan Documents, but in each case without recourse to the Administrative Agent, the Lenders or any other Secured Party, and without any representation or warranty of any kind, express or implied.

TRADEMARK REEL: 004184 FRAME: 0799 This Release shall be governed by and construed in accordance with the laws of the State of New York.

The Administrative Agent hereby authorizes and requests that the Commissioner of Trademarks and any other applicable United States government officer record this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their duly authorized representatives as of the Effective Date.

MORGAN STANLEY SENIOR FUNDING, INC.
as Administrative Agent
ву: 4 6/
Name: Colin Buthgate
Title: VP
OZBURN-HESSEY LOGISTICS, LLC,
as Grantor
Ву:
Name:
Title:

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent

By:\_\_\_\_\_
Name:\_\_\_\_\_

OZBURN-HESSEY LOGISTICS, LLC,

as Grantor

By: McMilliams
Title: Chief Executive Officer

## SCHEDULE A

### U.S. Trademark Registrations

Mark	Country	Reg. No.	Reg. Date
OH and Design	U.S.	3027983	December 13, 2005
OH LOGISTICS	U.S.	3049632	January 24, 2006
OHL	U.S.	3027980	December 13, 2005
OZBURN-HESSEY LOGISTICS	U.S.	3027981	December 13, 2005
LOCALLY FOCUSED, REGIONALLY POSITIONED, NATIONALLY INTEGRATED	U.S.	3049629	January 24, 2006

## **Domain Name Registrations**

Owner/Registrant	
Ozburn-Hessey Logistics	
Material Handling Resources	
Lanter Logistics Inc.	

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Domain Name	Owner/Registrant		
lanter.com	Lanter Logistics Inc.		
mhrparts.com	Robert Stevens		
mhrrentals.com	Robert Stevens		
mhrservice.com	Robert Stevens		
odcil.com ODC Integrated Logistics			
ozburn-hessey.com Robert Stevens			
synapse-wms.com Ozburn-Logistics Hessey			
synapseonline.com Ozburn-Logistics Hessey			
synapsewms.com Ozburn-Logistics Hessey			
lanterdist.com	Lanter Logistics Inc.		
lanterdistributing.com  Lanter Logistics Inc.			
ohlsynapse.com Ozburn-Logistics Hessey			
lanterlogistics.,com Lanter Logistics Inc.			
ozburn-hesseycompanies.com Ozburn-Logistics Hessey			
ozburnhesseycompanies.com Ozburn-Logistics Hessey			
proventurecommercial.com	Proventure Commercial Real Estate		
psi-jobs.com	Personnel Services, Inc.		
pvcre.com Proventure Commercial Rea			

**RECORDED: 04/13/2010**