# OP \$90.00 87001354

ETAS ID: TM449189

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC		10/26/2017	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Nilco, LLC
Street Address:	2160 Satellite Blvd., Ste. 450
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30097
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	87001354	NILCO
Serial Number:	87001402	NILCO
Serial Number:	87001471	POINT2POINT LOGISTICS

### **CORRESPONDENCE DATA**

Fax Number:

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:** 2023704750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173567
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	10/31/2017

**Total Attachments: 4** 

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### RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE dated as of October 26, 2017 (this "Release") is made by **CORTLAND CAPITAL MARKET SERVICES LLC**, acting in its capacity as collateral agent (in such capacity, the "Collateral Agent") under that certain Trademark Security Agreement, dated as of September 1, 2016 (as amended, supplemented or modified and in effect from time to time, the "Trademark Security Agreement") made by **NILCO**, **LLC**, a Delaware limited liability company (the "Grantor") and the Collateral Agent. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on September 7, 2016 at Reel 5872, Frame 0067, the Grantor granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in all of the Grantor's right, title and interest in, to and under its owned or thereafter acquired Trademarks, including, but not limited to, those set forth on the attached Schedule A (the "Trademarks");

WHEREAS, the Grantor has requested and the Collateral Agent, solely in reliance on the representations, warranties and certifications made pursuant to that certain Payoff Letter, dated as of the date hereof, and without independent investigation, has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademarks (the "Released Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent, on behalf of itself, its successors, legal representative and assigns and any lenders for which the Collateral Agent acted as security or collateral agent, does hereby unconditionally, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreement in the Released Collateral, (b) discharge and release its security interest in the Released Collateral, and (c) reassign any and all rights, title and interest it has in the Released Collateral to the Grantor.

The Collateral Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the United States Patent and Trademark Office ("<u>USPTO</u>") and any other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Collateral Agent authorizes and requests that the USPTO record this Release.

The Collateral Agent shall execute and deliver any and all documents or other instruments reasonably requested by the Grantor, and at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

For the avoidance of any doubt, this Release is strictly limited solely and only to the Trademarks.

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**COLLATERAL AGENT:** 

CORTLAND CAPITAL MARKET SERVICES

LLC

Name: Emily Ergang Pap Title: Associate Counsel

# **SCHEDULE A**

# **Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
NILCO, LLC	U.S. Serial No. 87/001,354	NILCO (design)
NILCO, LLC	U.S. Serial No. 87/001,402	NILCO (design)
NILCO, LLC	U.S. Serial No. 87/001,471	POINT2POINT LOGISTICS (design)

# **Trademark Applications:**

**RECORDED: 10/31/2017** 

None