# CH \$40.00 55343

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM651549

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CP BF Lending, LLC		05/28/2021	Limited Liability Company:

#### **RECEIVING PARTY DATA**

Name:	Progistics Distribution, Inc.
Street Address:	480 Roland Way #102
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94621
Entity Type:	Corporation: CALIFORNIA

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5534386	FRAGILEPAK

#### **CORRESPONDENCE DATA**

**Fax Number:** 2149813400

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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	34632-30960
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/03/2021

# **Total Attachments: 2**

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TRADEMARK REEL: 007315 FRAME: 0284

### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST is made effective as of the date of execution inscribed below by CP BF Lending, LLC, a Delaware limited liability company ("Releasor"), in favor of Progistics Distribution, Inc., a California corporation ("Releasee").

WHEREAS, Reference is made to that certain Intellectual Property Security Agreement dated as of November 26, 2019 and recorded on December 16, 2019 at Reel 6816/Frame 0881 in the United States Patent and Trademark Office, wherein to secure the payment of certain loan obligations of Releasee, Releasee granted a security interest in and to, *inter alia*, all of Releasee's right, title and interest in and to the trademark registrations listed in the Schedule of Marks - Attachment A attached hereto (collectively, the "Trademark Collateral");

WHEREAS, Releasor has agreed to release and discharge fully its security interest in and to the Trademark Collateral and to reassign, transfer, and grant all of its right, title and interest in and to the Trademark Collateral it may have to Releasee.

- 1. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Releasor hereby agrees as follows:
- 1. Release. Releasor, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Intellectual Property Security Agreement and terminates, fully discharges and releases in its entirety its security interest in and to the Trademark Collateral. Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral to Releasee.
- 2. <u>Recordation: Further Assurances.</u> Releasor agrees, or authorizes Releasee, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by Releasee to evidence the release and termination of Releasor's security interests in the Trademark Collateral.

IN WITNESS WHEREOF, Releasor has executed this RELEASE OF TRADEMARK SECURITY INTEREST, as of the date of execution inscribed below.

CP BF LENDING, LLC
By:
Name:
Title: Alan Spragins COO & General Counsel
COO & General Counsel

Date: May 28, 2021

## SCHEDULE OF MARKS - ATTACHMENT A

MARK	REGISTRATION NUMBER	REGISTRATION DATE
FRAGILEPAK	5,534,386	08/07/2018

TRADEMARK REEL: 007315 FRAME: 0286

RECORDED: 06/03/2021