# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM801115

Partial Release

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** 

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		04/06/2023	Aktiengesellschaft (Ag): SWITZERLAND

### RECEIVING PARTY DATA

Name:	LINDEN BULK TRANSPORTATION LLC	
Street Address:	4200 Tremley Point Road	
City:	Linden	
State/Country:	NEW JERSEY	
Postal Code:	07036	
Entity Type: Limited Liability Company: DELAWARE		

# PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	1635027	LINDEN	
Registration Number:	1724290	QUALITY COMES FROM THE CENTER OF THE DIA	

# CORRESPONDENCE DATA

Fax Number: 2125305219

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.

212-530-5878 Phone:

Email: dcip@milbank.com, jgarces@milbank.com

John Garces, Esq. **Correspondent Name:** Address Line 1: 55 Hudson Yards Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	28302.00197
NAME OF SUBMITTER:	John Garces, Esq.
SIGNATURE:	/John Garces/
DATE SIGNED:	04/06/2023

**Total Attachments: 4** 

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April 6, 2023, by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent under the security agreements referred to below (the "Collateral Agent"), in favor of LINDEN BULK TRANSPORTATION LLC, a Delaware limited liability company ("Grantor").

WHEREAS, reference is hereby made to (a) that certain First Lien Guarantee and Collateral Agreement, dated as of October 12, 2017 (as supplemented or otherwise modified from time to time, the "First Lien Security Agreement"), executed by Grantor in favor of the Collateral Agent, (b) that certain First Lien Trademark Security Agreement (as supplemented or otherwise modified from time to time), dated as of October 12, 2017, executed by Grantor in favor of Collateral Agent (the "First Lien Trademark Security Agreement"), (c) that certain Second Lien Guarantee and Collateral Agreement, dated as of October 12, 2017 (as supplemented or otherwise modified from time to time, the "Second Lien Security Agreement" and together with the First Lien Security Agreement, the "Security Agreements"), executed by Grantor in favor of the Collateral Agent and (d) that certain Second Lien Trademark Security Agreement (as supplemented or otherwise modified from time to time), dated as of October 12, 2017, executed by Grantor in favor of Collateral Agent (the "Second Lien Trademark Security Agreement" and together with the First Lien Trademark Security Agreement, the "Trademark Security Agreements"), and recorded in the records of the United States Patent and Trademark Office on October 19, 2017 at Reel/Frame 006189/0574, with respect to the First Lien Trademark Security Agreement and at Reel/Frame 006190/0465, with respect to the Second Lien Trademark Security Agreement; and

**WHEREAS**, pursuant to the above-referenced security agreements, Grantor granted to Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the "<u>Trademark Collateral</u>"), other than Excluded Assets:

- (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature that are a designation of origin, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule A hereto,
- (ii) all goodwill associated therewith or symbolized thereby and
- (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and

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TRADEMARK REEL: 008035 FRAME: 0939 acceptance of a "<u>Statement of Use</u>" or "<u>Amendment to Allege Use</u>" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

Unless otherwise defined herein, terms defined in the Security Agreement or Trademark Security Agreements and used herein have the meanings given to them (including by reference) in the applicable Security Agreement or the applicable Trademark Security Agreement, as applicable.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Collateral Agent hereby (i) terminates and releases all security interests and continuing liens granted by Grantor in favor of Collateral Agent in the Trademark Collateral; (ii) assigns, transfers and delivers to Grantor all of its right, title and interest in and to the Trademark Collateral to the extent that any such right, title and interest exists as of the date hereof; (iii) authorizes Grantor or its designee to make filings with the United States Patent and Trademark Office and to take further actions necessary to evidence the release and termination of Collateral Agent's security interests in and liens on the Trademark Collateral; and (iv) authorizes the governing body of the United States Patent and Trademark Office to record this Release.

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IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed by its authorized officer as of the date first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Collateral Agent

By:

Name: Vipul Dhadda Title: Authorized Signatory

By:

Name: Michael Wagner Title: Authorized Signatory

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# **SCHEDULE A**

No.	<u>Title</u>	Application Number / Registration Number	Application Date / Registratio n Date	Owner	Jurisdiction
1.	"LINDEN"	7404663 5 / 1635027	4/6/1990 / 2/12/1991	Linden Bulk Transportatio n LLC	Service Mark (US FED)
2.	"QUALITY COMES FROM THE CENTER OF THE DIAMOND"	7423066 4 / 1724290	12/12/1991 / 10/13/1992	Linden Bulk Transportation LLC	Service Mark (US FED)

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**RECORDED: 04/06/2023** 

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