

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as collateral agent		05/04/2023	Public Limited Company: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	KAG Specialty Products Group, LLC		
Street Address:	4366 Mt. Pleasant Street		
City:	North Canton		
State/Country:	OHIO		
Postal Code:	44720		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	KAG Leasing, Inc.		
Street Address:	4366 Mt. Pleasant Street		
City:	North Canton		
State/Country:	OHIO		
Postal Code:	44720		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1688145		
Registration Number:	4809500	AGRI-CARRIERS GROUP, INC.	
CORRESPONDENCE DATA			
Fax Number:	6508023100		
<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:	6508023000		
Email:	juan.arias@weil.com		
Correspondent Name:	Ajinkya Joshi		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	201 Redwood Shores Parkway		
Address Line 4:	Redwood Shores, CALIFORNIA 94065-1134		
ATTORNEY DOCKET NUMBER:	A. Joshi - 56194.0007		

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NAME OF SUBMITTER:	Ajinkya Joshi
SIGNATURE:	/Ajinkya Joshi/
DATE SIGNED:	05/04/2023
Total Attachments: 4 source=3. Kenan (May 2023) - Trademark Security Agreement Release#page1.tif source=3. Kenan (May 2023) - Trademark Security Agreement Release#page2.tif source=3. Kenan (May 2023) - Trademark Security Agreement Release#page3.tif source=3. Kenan (May 2023) - Trademark Security Agreement Release#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 4, 2023 (the “Effective Date”), is made by Barclays Bank PLC, in its capacity as collateral agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of September 1, 2021, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of September 1, 2021 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 2, 2021 at Reel/Frame 007411/0574;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby:
 - a) releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors; and
 - b) authorizes the Grantors or any of its designees to record this Release with the USPTO and any other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Agent authorizes and requests that the USPTO record this Release.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their 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 the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

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

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

**Barclays Bank PLC, acting in its capacity as
Agent for the Secured Parties**



By: _____

Name: Charlene Saldanha

Title: Vice President


GRANTORS:

KAG LEASING, INC.

**KAG SPECIALTY PRODUCTS GROUP,
LLC**

SCHEDULE I

Trademarks

Registered Owner	Registration Number	Trademark
KAG Specialty Products Group, LLC (as successor to Transport Service Co.)	1688145	
KAG Leasing, Inc. (as successor merger to Agri-Carriers Group, Inc.)	4809500	