

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM871511

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|---|---|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | 2L TERMINATION AND RELEASE OF TRADEMARKS AT REEL 7437 FRAME 0977 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BAIN CAPITAL CREDIT, LP, AS COLLATERAL AGENT | | 01/25/2024 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MILLHOUSE LOGISTICS SERVICES, LLC | | |
| Street Address: | 145 CANE CREEK INDUSTRIAL PARK RD. | | |
| City: | FLETCHER | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28732 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5284628 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 8004945225 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | JAY DASILVA | | |
| Address Line 1: | 1025 CONNECTICUT AVE., NW, STE. 712 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | WASHINGTON, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 2244630 TM 2L T&R1 | | |
| NAME OF SUBMITTER: | Caroline Hughes | | |
| SIGNATURE: | /Caroline Hughes/ | | |
| DATE SIGNED: | 01/26/2024 | | |
| Total Attachments: 3 | | | |
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OP \$40.00 5284628

**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Release”) is made as of this 25th day of January, 2024, by BAIN CAPITAL CREDIT, LP in its capacity as collateral agent (the “Collateral Agent”) for each of the Secured Parties (as defined in the Credit Agreement), in favor of MILLHOUSE LOGISTICS SERVICES, LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, Omni Parent, LLC, a Delaware limited liability company, Omni Intermediate Holdings, LLC, a Delaware limited liability company, each lender from time to time party thereto (collectively, the “Lenders”), and Bain Capital Credit, LP, as administrative agent for the Lenders and as Collateral Agent, entered into that certain Secured Second Lien Credit Agreement, dated as of December 30, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor entered into that certain Intellectual Property Security Agreement, dated as of September 29, 2021 with the Collateral Agent (the “IP Security Agreement”), notice of which was recorded with the United States Patent and Trademark Office on September 30, 2021 at reel/frame 7437/0977. Capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

WHEREAS, the Grantor granted to the Collateral Agent, under the terms of the IP Security Agreement, a security interest in favor of the Collateral Agent for the benefit of the Secured Parties, in and to all of its right, title and interest in and to the Collateral, including without limitation the trademark registrations and applications listed in Schedule A hereto.

WHEREAS, Agent has agreed to terminate and release its security interest in all right, title and interest in and to the Collateral as herein provided.

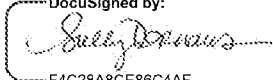
FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Collateral Agent, on behalf of the Secured Parties (a) terminates the IP Security Agreement and hereby releases, terminates and discharges its security interest in the Collateral, including the trademark registrations and applications listed in Schedule A hereto and made a part hereof, and (b) if and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Collateral, the Collateral Agent hereby assigns, transfers and conveys to the Grantor all of the Collateral Agent’s right, title and interest in such Collateral. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature Page Follows]

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


COLLATERAL AGENT:

BAIN CAPITAL CREDIT, LP,
as Collateral Agent

DocuSigned by:

By: F4C26A8CE86C4AF...
Name: Sally Fassler Dornaus
Title: Partner/CF0-Bain Capital Credit, LP

SCHEDULE A

United States Trademarks

| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Owner</u> |
|---|---------------------|----------------------------|--------------------------|-----------------------------------|
|  | United States | 5,284,628 | 09/12/17 | Millhouse Logistics Services, LLC |