TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM871512

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: 2L TERMINATION AND RELEASE OF TRADEMARKS AT REEL 7332 **FRAME 0053**

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:	EPIC FREIGHT SOLUTIONS LLC		
Street Address:	et Address: 19681 PACIFIC GATEWAY DRIVE		
City:	City: TORRANCE		
State/Country:	CALIFORNIA		
Postal Code:	ostal Code: 90502		
Entity Type:	Limited Liability Company: WYOMING		

PROPERTY NUMBERS Total: 1

Property Type Number		Number	Word Mark	
	Registration Number:	4667471	WE DON'T SLEEP SO YOU CAN!	

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: 8004945225

Email: ipteam@cogencyglobal.com

JAY DASILVA Correspondent Name:

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&R2
NAME OF SUBMITTER:	Caroline Hughes
SIGNATURE:	/Caroline Hughes/
DATE SIGNED:	01/26/2024

Total Attachments: 3

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> TRADEMARK REEL: 008328 FRAME: 0895

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TRADEMARK REEL: 008328 FRAME: 0896

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 EPIC FREIGHT SOLUTIONS LLC, a Wyoming 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 June 18, 2021 with the Collateral Agent (the "<u>IP Security Agreement</u>"), notice of which was recorded with the United States Patent and Trademark Office on June 21, 2021 at reel/frame 7332/0053. 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 <u>Schedule A</u> 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 <u>Schedule A</u> 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]

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REEL: 008328 FRAME: 0897

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

By: Sully Drown...

Name: Sally Fassler Dornaus

Title: Partner/CFO-Bain Capital Credit, LP

REEL: 008328 FRAME: 0898

SCHEDULE A

United States Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	Registration Number	Registration Date	Owner
WE DON'T SLEEP SO YOU CAN!	United States	4,667,471	01/06/2015	Epic Freight Solutions LLC

TRADEMARK REEL: 008328 FRAME: 0899

RECORDED: 01/26/2024