

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI117808

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| SEQUENCE: | 3 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Capital Southwest Corporation | | 02/28/2023 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Company Name: | Amware Fulfillment LLC | | |
| Street Address: | 4505 Newpoint Place | | |
| City: | Lawrenceville | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30043 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2240521 | AMWARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4693917485 | | |
| <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: | (469)391-7400 | | |
| Email: | sehaines@sheppardmullin.com,IPDocketingTM@sheppardmullin.com | | |
| Correspondent Name: | Anushna Das | | |
| Address Line 1: | 2200 Ross Avenue | | |
| Address Line 2: | 20th Floor | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 86YE-364693 | | |
| NAME OF SUBMITTER: | SETH HAINES | | |
| SIGNATURE: | SETH HAINES | | |
| DATE SIGNED: | 03/25/2024 | | |
| Total Attachments: 6 | | | |
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February 28, 2023

Amware Fulfillment LLC
4505 Newpoint Place,
Lawrenceville, Georgia 30043
Attention: Duncan Thomas
Facsimile No. 877-292-1333



Re: Payoff Letter

Ladies and Gentlemen:

Reference is made to (i) that certain Term Loan Agreement dated as of July 29, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified to date, the "Loan Agreement"), among AMWARE FULFILLMENT LLC, a Delaware limited liability company (the "Parent" or "Borrower Representative"), AMWARE FULFILLMENT OF ARIZONA, LLC, a Georgia limited liability company ("Amware Arizona"), AMWARE FULFILLMENT OF GEORGIA, LLC, a Georgia limited liability company ("Amware Georgia"), NKM WAREHOUSING, LLC, a Georgia limited liability company ("NKM"), AMWARE FULFILLMENT OF DALLAS, LLC, a Georgia limited liability company ("Amware Dallas"), ADW WAREHOUSING, LLC, a Georgia limited liability company ("ADW"; and together with Parent, Amware Arizona, Amware Georgia, NKM, Amware Dallas and ADW, collectively, the "Borrowers" and individually, each, a "Borrower"), CAPITAL SOUTHWEST CORPORATION, as Administrative Agent (in such capacity, "Administrative Agent"), and the Lenders from time to time party thereto, and (ii) the other Loan Documents (as defined in the Loan Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Loan Agreement, collectively, the "Loan Documents"). Unless otherwise indicated, terms used but not defined shall have the meanings set forth in the Loan Agreement.

The Borrowers have informed the Administrative Agent and the Lenders that they intend to terminate all Commitments, and pay to the Administrative Agent and the Lenders all outstanding Obligations, under, pursuant to, and in connection with the Loan Agreement, and the other Loan Documents, and any additional Per Diem Interest (as defined below), owing by the Borrowers pursuant to the Loan Agreement and the other Loan Documents. The Administrative Agent and the Lenders hereby confirm to the Borrowers that as of February 28, 2023, the total amount necessary to pay in full the Obligations in respect of the Loan Documents owing to each Lender and Administrative Agent's outside counsel (such amount, for each Lender, the "Existing Payoff Amount", and collectively, the amount for all Lenders, the "Aggregate Existing Payoff Amount"), is set forth on Exhibit A hereto.

Upon Administrative Agent's receipt (or, in the case of clause (ii), receipt by Administrative Agent's outside counsel) on February 28, 2023 before 3:00 pm Central time on such date of (i) a federal funds wire transfer of the Aggregate Existing Payoff Amount; provided, however, that in the event payment of the Aggregate Existing Payoff Amount is not made by 3:00 pm Central time on February 28, 2023, the Aggregate Existing Payoff Amount shall be increased by an amount equal to the per diem

interest set forth on Exhibit A hereto (the “Per Diem Interest”) for each day the Aggregate Existing Payoff Amount remains unpaid (including February 28, 2023 if such payment is not made by 3:00 pm Central time on such date), (ii) a federal funds wire transfer in accordance with the instructions set forth on Exhibit B hereto and in the amount set forth thereon as the legal fees and expenses of Administrative Agent’s outside counsel as of the date hereof (the “Legal Fees”), and (iii) a fully executed counterpart of this letter agreement (this “Agreement”) signed by the Borrowers (the time at which all of the conditions in the foregoing clauses (i), (ii) and (iii) shall first be satisfied is herein referred to as the “Payoff Effective Time”), Administrative Agent (1) agrees to deliver to the Borrower Representative any original stock certificates and other instruments in Administrative Agent’s possession, (2) hereby authorizes Borrowers or any of their designees (including their legal counsel) to file, on behalf of the Administrative Agent, Uniform Commercial Code termination statements with respect to any UCC financing statements filed by the Administrative Agent against the Borrowers pertaining to the liens and security interests of the Administrative Agent and the Lenders in all of the assets and property of the Borrowers (the “Property”), and (3) agrees to deliver other mortgage satisfactions, releases of Liens, discharges, terminations and other release documentation executed by it releasing Administrative Agent’s Liens and security interests in the Property, including, without limitation, releases for the agreements set forth on Exhibit C hereto. Upon the Payoff Effective Time, Administrative Agent shall promptly inform the Borrower Representative of the occurrence of the Payoff Effective Time.

Upon the Payoff Effective Time, Administrative Agent (on behalf of itself and the Lenders) agrees and acknowledges that (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrowers under or relating to the Loan Documents (other than contingent indemnity and reimbursement obligations for which no claim has been asserted) shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other Liens granted to or held by Administrative Agent for the benefit of the Lenders in any Property as security for such Obligations shall automatically be satisfied, released and discharged, and (iii) the Loan Documents shall terminate and be of no further force or effect other than those reimbursement and indemnification provisions therein that specifically survive termination. Further, Administrative Agent agrees to take all reasonable additional steps requested by the Borrower Representative as may be necessary to release its security interests in the Property. The Borrowers agree to pay Administrative Agent for all reasonable and documented out-of-pocket costs and expenses incurred by Administrative Agent in connection with the matters referred to in the previous sentence, and acknowledges that Administrative Agent’s execution and/or delivery of any documents releasing any security interest or claim in any Property of the Borrowers as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Administrative Agent as to Administrative Agent’s rights in any collateral security for amounts owing under the Loan Documents, the condition or value of any Collateral, or any other matter. The Borrowers hereby confirm that the commitments of Lenders and Administrative Agent to make Loans or other credit extensions under the Loan Documents are terminated as of the date hereof, and, as of the date hereof, none of Lenders or Administrative Agent shall have any further obligation to make Loans or other credit extensions to the Borrowers or to renew, extend or amend any existing credit extensions. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the reimbursement and indemnification obligations and liabilities of the Borrowers to Lenders and Administrative Agent under or in respect of the Loan Documents shall continue in full force and effect in accordance with their terms.

If at any time on or after the Payoff Effective Time, all or any portion of the Aggregate Existing Payoff Amount paid to Administrative Agent or Lenders is voided or rescinded or must otherwise be returned by Administrative Agent or any Lender upon the Borrowers’ insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made, the obligation to pay such amount so voided, rescinded or returned shall be reinstated.

In addition, each Borrower agrees that, upon the Payoff Effective Time, such Borrower releases Administrative Agent, each Lender and their respective affiliates, subsidiaries, officers, directors, employees, shareholders, agents, attorneys, representatives, successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which such Borrower ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Loan Documents (the “Released Matters”).

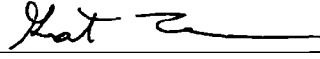
This Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission means (e.g., “pdf”) shall be effective as delivery of a manually executed counterpart of this Agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

If you need additional information, please do not hesitate to contact us.

Very truly yours,

CAPITAL SOUTHWEST CORPORATION,
as Administrative Agent and a Lender

By: 
Name: Grant Eason
Title: Principal

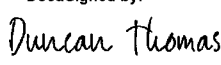
(Signature Page to Payoff Letter)

TRADEMARK
REEL: 008379 FRAME: 0023

ACCEPTED and AGREED:

BORROWERS:

**AMWARE FULFILLMENT LLC,
AMWARE FULFILLMENT OF ARIZONA, LLC,
AMWARE FULFILLMENT OF GEORGIA, LLC,
NKM WAREHOUSING, LLC,
AMWARE FULFILLMENT OF DALLAS, LLC,
ADW WAREHOUSING, LLC,**
each as a Borrower

DocuSigned by:
By: 
Name: F8C3F696F4854F9... Duncan Thomas
Title: Chief Financial Officer

(Signature Page to Payoff Letter)

**TRADEMARK
REEL: 008379 FRAME: 0024**

EXHIBIT C

Documents to be Released

1. Grant of Security Interest in United States Trademarks dated as of December 22, 2020 by and between Parent and Administrative Agent.
2. Collateral Assignment of Trademarks dated as of July 29, 2016, by and between Parent and the Administrative Agent.

(Exhibit C to Payoff Letter)

SMRH:4874-7103-9494

RECORDED: 03/25/2024

**TRADEMARK
REEL: 008379 FRAME: 0025**