

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		06/16/2016	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	DIRECT CHASSISLINK, INC.		
Street Address:	3525 WHITEHALL PARK DRIVE, SUITE 400		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3909989	DIRECT CHASSISLINK	
Registration Number:	3909990	CHASSIS LINK	
Registration Number:	3998992	CHASSISLINK	
Registration Number:	3999028	DCLI	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
NAME OF SUBMITTER:	BENJAMIN PETERSEN		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	06/16/2016		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (this “*Release*”), dated as of June 16, 2016, is made by Bank of America, N.A., as administrative agent (in such capacity, the “*Agent*”) for the Secured Parties in favor of Direct ChassisLink, Inc., a Delaware corporation (the “*Grantor*”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Security Agreement (as defined below), or if not defined therein, as defined in the Credit Agreement (as defined below).

WHEREAS, the Grantor entered into that certain Credit Agreement, dated as of May 31, 2013 (as amended by Amendment No. 1, dated as of June 26, 2013, Amendment No. 2, dated as of November 12, 2013, Amendment No. 3, dated as of July 31, 2013, the Letter Waiver, dated as of September 30, 2015 and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time prior to the date hereof, the “*Credit Agreement*”) among the Grantor, as the borrower, the guarantors party thereto, the banks, financial institutions and other institutional lenders party thereto, the Agent and the other agents party thereto;

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, the Grantor executed and delivered that certain First Lien Guaranty and Security Agreement, dated as of May 31, 2013 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Security Agreement*”) made by the Grantor and each other grantor from time to time party thereto in favor of the Agent;

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a Lien on and security interest in and to certain intellectual property of the Grantor and executed and delivered that certain Trademark Security Agreement, dated as of May 31, 2013 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Trademark Security Agreement*”), by the Grantor in favor of the Agent;

WHEREAS, under the terms of the Trademark Security Agreement, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, the Grantor mortgaged, pledged and hypothecated to Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement).

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 4, 2013 at Reel 005040 and Frame 0573; and

WHEREAS, in accordance with the provisions of the Credit Agreement and the Trademark Security Agreement, the indebtedness under the Credit Agreement has been paid in full, and the Grantor now desires the Agent to terminate and release its security interest in and to the Trademark Collateral.

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

SECTION 1. Release of Grant of Security. The Agent, for itself and on behalf of the Secured Parties, hereby (a) terminates the Trademark Security Agreement, and (b) terminates, cancels, relinquishes, discharges and releases to the Grantor its Lien on and security interest in and to, and

reassigns to the Grantor, without representation or warranty of any kind, any and all right, title and interest in and to the Trademark Collateral, including, without limitation, the Trademark Collateral listed on Schedule A, granted to it pursuant to the Security Agreement and the Trademark Security Agreement, and all goodwill of the business connected with the use of, and symbolized by, each trademark and trademark application set forth on Schedule A.

The Agent hereby agrees to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect the termination, cancellation, release, relinquishment and discharge of its continuing security interest in and to all of the intellectual property contemplated hereby.

SECTION 2. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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

BANK OF AMERICA, N.A.,
as Agent

By: *Douglas Cowan*
Name: *Douglas Cowan*
Title: *Senior Vice President*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT RELEASE]

TRADEMARK
REEL: 005815 FRAME: 0648

SCHEDULE A

Trademark Registrations

DIRECT CHASSISLINK (Reg. No. 3,909,989, January 25, 2011)

CHASSIS LINK & Design (Reg. No. 3,909,990, January 25, 2011)

CHASSISLINK (Reg. No. 3,998,992, July 19, 2011)

DCLI (Reg. No. 3,999,028, July 19, 2011)