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ETAS ID: TM476038

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademark Collateral at Reel/Frame No. 5986/0788

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		05/30/2018	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Evans Delivery Company, Inc.		
Street Address:	100-110 West Columbia Street		
City:	Schuylkill Haven		
State/Country:	PENNSYLVANIA		
Postal Code:	17972		
Entity Type:	Corporation: PENNSYLVANIA		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4726896	PI POLARIS INTERMODAL
Registration Number:	4726897	POLARIS INTERMODAL

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email:rhonda.deleon@lw.comCorrespondent Name:Latham & Watkins LLPAddress Line 1:355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057121-0184
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	05/30/2018

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release"), dated as of May 30, 2018 (the "Effective Date"), is made by ANTARES CAPITAL LP, as the collateral agent (in such capacity, the "Collateral Agent"), in favor of EVANS DELIVERY COMPANY, INC. (the "Grantor").

WHEREAS, the Collateral Agent is party to that certain Security Agreement, dated as of February 8, 2017 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement") among Grantor, certain other parties and the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of February 8, 2017 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 10, 2017 at Reel/Frame 5986/0788.

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

- 1. <u>Defined Terms</u>. 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. <u>Release</u>. Without recourse, representation or warranty, the Collateral Agent hereby releases, discharges, terminates and cancels its security interest in all of Grantor's right, title and interest in, to and under all of the following assets or and properties, whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):
- a. all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs, the goodwill of the business symbolized by any of the foregoing or associated therewith, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or political subdivision thereof, and all extensions or renewals thereof including those listed on Schedule 1 hereto;
- b. all rights and privileges arising under applicable Law with respect to Grantor's use of any trademarks;
 - c. all extensions and renewals thereof and amendments thereto;
- d. all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof;
 - e. all rights corresponding thereto throughout the world;

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- f. all rights to sue for past, present and future infringements or dilutions thereof; and
- g. to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent hereby, without recourse, representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor. The parties hereto authorize and request the Commissioner for Trademarks and any other applicable government officer to record this Release against the Trademark Collateral.

- 3. <u>Termination</u>. The Collateral Agent hereby terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its 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 Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Remainder of page intentionally left blank]

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

ANTARES CAPITAL LP, as Collateral Agent

Steve Rubinstein

By: Name: Steve Rubinstein

Title: Duly Authorized Signatory

SCHEDULE 1

TRADEMARK AND TRADEMARK APPLICATIONS

Trademark	Registration/Application No.	Country
PI POLARIS INTERMODAL	4,726,896	USA
POLARIS INTERMODAL	4,726,897	USA

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RECORDED: 05/30/2018

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