## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM507664

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		11/06/2018	Bank: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Lineage Logistics, LLC		
Street Address:	46500 Humboldt Drive		
City:	Novi		
State/Country:	MICHIGAN		
Postal Code:	48311		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Lineage Logistics Holdings, LLC		
Street Address:	46500 Humboldt Drive		
City:	Novi		
State/Country:	MICHIGAN		
Postal Code:	48311		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark		
Registration Number:	5484112	LINEAGE		
Registration Number:	5484111	LINEAGE		
Registration Number:	5489948			

## **CORRESPONDENCE DATA**

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com **Correspondent Name:** Morgan, Lewis & Bockius LLP Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

066397.05-0640 ATTORNEY DOCKET NUMBER:

> **TRADEMARK** REEL: 006544 FRAME: 0244

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NAME OF SUBMITTER:	Felicia D. Gordon				
SIGNATURE: /Felicia D. Gordon/					
DATE SIGNED:	01/29/2019				
Total Attachments: 3					
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> TRADEMARK REEL: 006544 FRAME: 0245

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of November 6, 2018 is made by GOLDMAN SACHS BANK USA, in its capacity as collateral agent (in such capacity, the "Agent"), in favor of LINEAGE LOGISTICS, LLC, a Delaware limited liability company, and LINEAGE LOGISTICS HOLDINGS, LLC, a Delaware limited liability company (collectively, the "Grantor").

## WITNESSETH:

WHEREAS, in connection with the Guarantee and Collateral Agreement, dated as of April 26, 2013, among the Agent, the Grantor and the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), the Grantor executed and delivered the Trademark Security Agreement, dated as of April 24, 2018, in favor of the Agent (the "Trademark Security Agreement");

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 24, 2018, at Reel/Frame No. 6319/0979; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

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

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement and Trademark Security Agreement, as applicable (it being understood that, unless otherwise provided, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Collateral Agreement).
- 2. <u>Release of Security Interest</u>. The Agent does hereby terminate the Trademark Security Agreement and discharge and release any and all security interest in, lien upon and conditional assignment of the Trademark Collateral, and reassigns to Grantor any and all right, title and interest in, to and under the Trademark Collateral, including but not limited to the trademarks more fully identified on <u>Exhibit A</u> annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind.
- 3. <u>Purpose</u>. The Agent does hereby authorize the Grantor and its designees and agents to record this Release with the United States Patent and Trademark Office at the sole expense of the Grantor and agree to provide the Grantor with any information and additional authorization necessary to effect the release of the Security Interest in the Trademark Collateral.

[Signatures Follow On Next Page.]

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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 set forth above.

GOLDMAN SACHS BANK USA,

as Agent

By:\_\_\_ Name:

Title:

Douglas Tansey Authorized Signatory

[Signature Page to Trademark Release – Holdings (Lineage)]

# **EXHIBIT A**

# United States Trademark Applications

Owners/Grantor	<u>Title</u>	Country	Application Number	Application Date
LINEAGE LOGISTICS HOLDINGS, LLC	LINEAGE	USA	87/503,217	23-JUNE-2017
LINEAGE LOGISTICS HOLDINGS, LLC	W Lineage	USA	87/503,195	23-JUNE-2017
LINEAGE LOGISTICS HOLDINGS, LLC	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	USA	87/503,466	23-JUNE-2017

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**RECORDED: 01/29/2019** 

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