# OP \$90.00 5276100

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM562624

SUBMISSION TYPE:	NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST IN TRADEMARKS

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		02/18/2020	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name: Flexi-Van Leasing, Inc.	
Street Address:	251 Monroe Ave.
City:	Kenilworth
State/Country:	NEW JERSEY
Postal Code:	07033
Entity Type:	Corporation: DELAWARE

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

Property Type	Number	Word Mark
Registration Number:	5276100	FLEXI VAN
Registration Number:	5391305	CHASSISNOW
Serial Number: 87518171		CHASSISNOW INTERMODAL CHASSIS

### **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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1188791 TM C
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	02/18/2020

**Total Attachments: 3** 

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Release</u>"), dated as of February 18, 2020 (the "<u>Effective Date</u>"), is made by Bank of America, N.A., in its capacity as collateral agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Sixth Amended and Restated Security Agreement, dated as of February 16, 2018, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of February 16, 2018 (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 16, 2018 at Reel/Frame 6274/0279;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The 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.

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

Bank of America, N.A., acting in its capacity as Collateral Agent for the Lenders

By:

Name:

SANK OF AMERICA, N.A.

Matthew T. O'Keele

Title:

Senior Vice President

GRANTORS: Flexi-Van Leasing, Inc.

(Signature Page to Trademark Release - Flexi-Van Leasing, Inc.)

# Schedule I

# Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Flexi-Van Leasing, Inc.	5276100	Flexi Van logo
Flexi-Van Leasing, Inc.	5391305	ChassisNow

# Trademark Applications:

**RECORDED: 02/18/2020** 

OWNER	APPLICATION NUMBER	TRADEMARK
Flexi-Van Leasing, Inc.	87518171	ChassisNow Intermodal Chassis logo