

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, as Collateral Agent		07/26/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Worldwide Express Operations, LLC		
Street Address:	2323 Victory Avenue		
Internal Address:	Suite 1600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Unishippers Global Logistics, LLC		
Street Address:	7158 S FLSmidth Drive		
Internal Address:	Suite 200		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84047		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2230151	UNISHIPPERS	
Registration Number:	2989959	THE SHIPPING COMPANY THAT WORKS FOR YOU.	
Registration Number:	2933583	THE SHIPPING COMPANY THAT WORKS FOR YOU	
Registration Number:	3009096	UNISHIPPERS	
Registration Number:	3007616	U	
Registration Number:	4204351	FREIGHT MANAGER	
Registration Number:	4165980	EXPRESS MANAGER	
Registration Number:	3682906	SPEEDFREIGHT	
Registration Number:	3849737	SPEEDSHIP	
Registration Number:	2337684	WORLDWIDE EXPRESS	
Registration Number:	3056928	CLEARVIEW	
TRADEMARK			

CH \$390.00 2230151

Property Type	Number	Word Mark
Registration Number:	3767815	UNISHIPPERS FREIGHT
Registration Number:	5531148	WORLDWIDE EXPRESS
Registration Number:	5530639	WORLDWIDE EXPRESS GLOBAL LOGISTICS
Serial Number:	86830880	WORLDWIDE EXPRESS GLOBAL LOGISTICS

CORRESPONDENCE DATA

Fax Number: 2126983599

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: 2126983500

Email: patents@dechert.com

Correspondent Name: DECHERT LLP

Address Line 1: THREE BRYANT PARK

Address Line 2: 1095 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	183140
NAME OF SUBMITTER:	Frank I. Hwang
SIGNATURE:	/Frank I. Hwang/
DATE SIGNED:	08/09/2021

Total Attachments: 7

- source=2021-08-04_183140_Antares - WWEX 1L Release of IPSA#page1.tif
- source=2021-08-04_183140_Antares - WWEX 1L Release of IPSA#page2.tif
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INTELLECTUAL PROPERTY RELEASE

THIS INTELLECTUAL PROPERTY RELEASE is made as of July 26, 2021, by Antares Capital LP, as collateral agent ("Collateral Agent"), in favor of Worldwide Express Operations, LLC ("WWEX") and Unishippers Global Logistics, LLC (each a "Grantor" and collectively, the "Grantors"), for the Secured Parties. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, WWEX and General Electric Capital Corporation ("GE Capital") were parties to that certain Trademark Security Agreement (as heretofore amended, supplemented or otherwise modified, the "GE Capital Trademark Security Agreement") dated as of August 1, 2013, pursuant to which WWEX granted to GE Capital a security interest in intellectual property owned by WWEX and its subsidiaries, and the GE Capital Trademark Security Agreement was recorded by the United States Patent and Trademark Office ("USPTO") on August 1, 2013, at Reel 5083 Frame 0401;

WHEREAS, GE Capital and the Collateral Agent were parties to that certain Assignment of Intellectual Property Security Agreement (as heretofore amended, supplemented or otherwise modified, the "Assignment of GE Capital Trademark Security Agreement") dated as of August 21, 2015, pursuant to which GE Capital assigned and transferred to the Collateral Agent all rights, title and interest in and to the GE Capital Trademark Security Agreement Trademarks, and the Assignment of GE Capital Trademark Security Agreement was recorded by the USPTO on September 3, 2015, at Reel 5616 Frame 0289;

WHEREAS, WWEX and the Collateral Agent were parties to that certain Trademark Security Agreement (as heretofore amended, supplemented or otherwise modified, the "WWEX-Antares Trademark Security Agreement") dated as of March 23, 2016, pursuant to which WWEX granted to the Collateral Agent a security interest in intellectual property owned by WWEX and its subsidiaries, and the WWEX-Antares Trademark Security Agreement was recorded by the USPTO on March 29, 2016, at Reel 5759 Frame 0081;

WHEREAS, Grantors and Collateral Agent were parties to (i) that certain First Lien Guaranty Agreement dated as of February 3, 2017, (ii) that certain First Lien Security Agreement dated as of February 3, 2017 (the "Security Agreement") and (iii) that certain Intellectual Property Security Agreement dated as of February 3, 2017 (the "IP Security Agreement"), pursuant to which Grantors granted a security interest, respectively, to Collateral Agent, in intellectual property owned by Grantors, and the IP Security Agreement was (i) recorded by the USPTO on February 3, 2017, at Reel 5981, Frame 0566 and (ii) recorded with the United States Copyright Office ("USCO") on May 30, 2017 at Volume/Document 9948/668;

WHEREAS, WWEX and the Collateral Agent were parties to that Intellectual Property Security Agreement Supplement (as heretofore amended, supplemented or otherwise modified, the "IP Security Agreement Supplement"), dated as of November 26, 2018, pursuant to which WWEX granted to the Collateral Agent a security interest in intellectual property owned by WWEX and its subsidiaries, and the IP Security Agreement Supplement was recorded by the USPTO on December 5, 2018, at Reel 6494 Frame 0299; and

WHEREAS, Grantors have requested that Collateral Agent execute this Intellectual Property Release to evidence the release of their respective security interest in IP Collateral (as defined below) and the reassignment of any and all rights Collateral Agent may have in the same to each Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent, on behalf of Secured Parties, hereby releases, terminates and discharges (a) GE Capital Trademark Security Agreement and Assignment of GE Capital Trademark Security Agreement, (b) WWEX-Antares Trademark Security Agreement, (c) IP Security Agreement and IP Security Agreement Supplement, and (d) its security interest in all of Grantors' respective right, title and interest in, to and under the following (collectively the "IP Collateral"):

- i. the patents and patent applications set forth in Schedule A hereto;
- ii. the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby;
- iii. the copyright registrations and applications set forth in Schedule C hereto;
- iv. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- v. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- vi. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

2. Collateral Agent, on behalf of the Secured Parties, hereby reassigns and conveys to each respective Grantor any and all right, title and interest Collateral Agent may have obtained in and to the IP Collateral.

3. Collateral Agent authorizes and requests that the USPTO, the USCO and any other applicable government office record this Intellectual Property Release.

4. Collateral Agent agrees to take all further actions and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, in each case as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record the release of the security interest contemplated hereby.

5. This Intellectual Property Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Intellectual Property Release to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: Michael Vitale
Name: Mike Vitale
Title: Duly Authorized Signatory

SCHEDULE A

Patents and Patent Applications

None.

SCHEDULE B

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
UNISHIPPERS	United States	2,230,151	March 9, 1999	Unishippers Global Logistics, LLC
THE SHIPPING COMPANY THAT W	United States	2,989,959	August 30, 2005	Unishippers Global Logistics, LLC
THE SHIPPING COMPANY THAT WORKS FOR YOU	United States	2,933,583	March 15, 2005	Unishippers Global Logistics, LLC
	United States	3,009,096	October 25, 2005	Unishippers Global Logistics, LLC
	United States	3,007,616	October 18, 2005	Unishippers Global Logistics, LLC
	United States	4,204,351	September 11, 2012	Unishippers Global Logistics, LLC
	United States	4,165,980	June 26, 2012	Unishippers Global Logistics, LLC
SPEEDFREIGHT	United States	3682906	9/15/2009	Worldwide Express Operations, LLC
SPEEDSHIP	United States	3849737	9/21/2010	Worldwide Express Operations, LLC
WORLDWIDE EXPRESS & Design 	United States	2337684	4/4/2000	Worldwide Express Operations, LLC

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
CLEARVIEW	United States	3056928	2/7/2006	Worldwide Express Operations, LLC
Unishippers Freight	United States	3767815	03/30/2010	Unishippers Global Logistics, LLC
WORLDWIDE EXPRESS	United States	5531148	7/31/2018	Worldwide Express Operations, LLC
WORLDWIDE EXPRESS GLOBAL LOGISTICS	United States	5530639	7/31/2018	Worldwide Express Operations, LLC

2. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Owner</u>
WORLDWIDE EXPRESS GLOBAL LOGISTICS	United States	86830880	11/24/2015	Worldwide Express Operations, LLC

SCHEDULE C

Copyright Registrations and Applications

1. REGISTERED COPYRIGHTS

<u>Copyright</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
Airborne express + unishippers = 1st class service at big savings.	United States	TX0005132958	January 19, 2000	Unishippers Global Logistics, LLC
If you can put a label on it, we can ship it!: unishippers domestic & international heavy freight.	United States	TX0005123059	January 19, 2000	Unishippers Global Logistics, LLC
Unishippers: providing shipping solutions and savings for growing companies.	United States	TX0005134357	January 19, 2000	Unishippers Global Logistics, LLC
Providing shipping solutions and savings for growing companies.	United States	TX0005081405	January 19, 2000	Unishippers Global Logistics, LLC
Providing shipping solutions and savings for growing companies: unishippers, global shipping, personalized service.	United States	TX0005134533	January 19, 2000	Unishippers Global Logistics, LLC
Unishippers home page.	United States	TX0005261262	August 29, 2000	Unishippers Global Logistics, LLC
One call ships it all!	United States	TX0005390279	August 29, 2000	Unishippers Global Logistics, LLC
Unishippers.	United States	TX0005390280	August 29, 2000	Unishippers Global Logistics, LLC

2. COPYRIGHT APPLICATIONS

None.