# OP \$65.00 4726896

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM668804

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights at Reel/Frame No. 6338/0612	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		08/19/2021	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:	057121-0603
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/19/2021

### **Total Attachments: 4**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of August 19, 2021, from Antares Capital LP, a Delaware limited partnership, as Collateral Agent (the "Agent") for the Secured Parties, to Evans Delivery Company, Inc., a Pennsylvania corporation, E.F. Corporation, a Pennsylvania corporation, and GWTM, LLC, a Delaware limited liability company (each, a "Grantor" and collectively, the "Grantors").

### WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of May 30, 2018, made by the Grantors in favor of the Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including certain intellectual property of the Grantors;

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of May 30, 2018, among the Agent and the Grantors (the "Trademark Security Agreement"), Grantors, by reference to the Security Agreement, reaffirmed their intent to grant and did grant a Security Interest to the Agent specifically in the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 30, 2018 at Reel 006338 and Frame 0612; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral:

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms defined in the Security Agreement and the Trademark Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement and the Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, including the trademarks set forth in Schedule A, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. At the request and expense of the Grantors, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such

other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

- 4. <u>Counterparts.</u> Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Termination and Release shall be effective as delivery of an original executed counterpart of this Termination and Release. Electronic signatures will have the same force and effect as manual signatures.
- 5. Governing Law. THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP as Collateral Agent

Name: Jeffrey Lorefice

Title: Duly Authorized Signatory

## SCHEDULE A UNITED STATES TRADEMARKS

Mark	Internationa     Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
POLARIS INTERPROBAL	35, 39	86376730 26-AUG-2014	4726896 28-APR-2015	Evans Delivery Company, Inc.
POLARIS INTERMODAL	35, 39	86376734 26-AUG-2014	4726897 28-APR-2015	Evans Delivery Company, Inc.
<i>Sackard</i>	39	74561643 16-AUG-1994	1957234 20-FEB-1996	E.F. Corporation d/b/a West Motor Freight of PA
PACKARD	39	75088515 15-APR-1996	2039071 18-FEB-1997	E.F. Corporation d/b/a West Motor Freight of PA
GREATWIDE	35, 39	78730223 10-OCT-2005	3428304 13-MAY-2008	GWTM, LLC
GREATWIDE AMERICAN TRANS FREIGHT	39	78800403 26-JAN-2006	3396174 11-MAR-2008	GWTM, LLC
GREATWIDE CHEETAH TRANSPORTATION	39	78800399 26-JAN-2006	3393168 04-MAR-2008	GWTM, LLC
GREATWIDE DALLAS MAVIS	39	78800390 26-JAN-2006	3393167 04-MAR-2008	GWTM, LLC
GREATWIDE DEDICATED TRANSPORT	35, 39	78776497 19-DEC-2005	3399737 18-MAR-2008	GWTM, LLC
GREATWIDE DISTRIBUTION LOGISTICS	35	78776484 19-DEC-2005	3410611 08-APR-2008	GWTM, LLC
GREATWIDE LOGISTICS SERVICES	35, 39	78776494 19-DEC-2005	3393109 04-MAR-2008	GWTM, LLC
GREATWIDE MANAGED TRANSPORTATION SERVICES	39	85030822 05-MAY-2010	3890239 14-DEC-2010	GWTM, LLC
GREATWIDE MANAGED TRANSPORTATION SERVICES	35	85029766 04-MAY-2010	3893541 21-DEC-2010	GWTM, LLC
GREATWIDE TRUCKLOAD MANAGEMENT	35, 39	78776501 19-DEC-2005	3410612 08-APR-2008	GWTM, LLC

**RECORDED: 08/19/2021**