# CH \$490.00 35974

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM432033

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		06/21/2017	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Safway Services, LLC		
Street Address:	eet Address: N19 W24200 RIVERWOOD DR		
City:	WAUKESHA		
State/Country:	ate/Country: WISCONSIN		
Postal Code: 53188			
Entity Type: Limited Liability Company: DELAWARE			

#### **PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark		
Registration Number:	3597440	ARISE WACO		
Registration Number:	0988546	AUTO-LOCK		
Registration Number:	1538098	CABBY		
Registration Number:	2745420			
Registration Number:	2523977	EXPRESCAFF		
Registration Number:	0696866	HI-LOAD		
Registration Number:	4069625	SAFWAY		
Registration Number:	0767390	SHORE "X"		
Registration Number:	0683877	SPEEDLOCK		
Registration Number:	0510607	WACO		
Registration Number:	2527926	WACO MAX		
Registration Number:	1479307	WACO WEDGELOK		
Registration Number:	2251794	WACO WRAP		
Registration Number:	3780692	WEDGELOK		
Serial Number:	85342488			
Serial Number:	85386638	QUIKDECK		
Serial Number:	85749210	SAFWAY		
Serial Number:	85650843	SAFWAY TRACKING SYSTEM		
Serial Number:	85656913	THE SMART WAY		
		TRADEMARK		

900410385 REEL: 006088 FRAME: 0764

#### **CORRESPONDENCE DATA**

**Fax Number:** 2129096836

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:** 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Taylor M. Lindman, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Taylor M. Lindman
SIGNATURE:	/Taylor Lindman/
DATE SIGNED:	06/21/2017

#### **Total Attachments: 5**

source=executed\_Release of Security Interest in Trademak Collateral \_2013#page1.tif source=executed\_Release of Security Interest in Trademak Collateral \_2013#page2.tif source=executed\_Release of Security Interest in Trademak Collateral \_2013#page3.tif source=executed\_Release of Security Interest in Trademak Collateral \_2013#page4.tif source=executed\_Release of Security Interest in Trademak Collateral \_2013#page5.tif

TRADEMARK REEL: 006088 FRAME: 0765

# RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of June 21, 2017 (this "Release"), is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent (in such capacity, the "Agent"), in favor of SAFWAY SERVICES, LLC, a Delaware limited liability company ("Debtor").

#### WITNESSETH

WHEREAS, pursuant to the Supplemental Trademark Collateral Assignment and Security Agreement, dated January 16, 2013 (the "<u>Trademark Security Agreement</u>"), and recorded with the U.S. Patent and Trademark Office on January 22, 2013 at Reel/Frame 4949/0314, the Debtor granted to the Agent a security interest in all of Debtor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "<u>Released Trademark Collateral</u>"):

- (a) all of Debtor's now existing or hereafter acquired right, title and interest in and to all of Debtor's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A hereto (the "New Trademarks");
- (b) the goodwill of the business symbolized by each of the New Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the New Trademarks; and
- (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the New Trademarks or any licenses with respect thereto.

WHEREAS, Debtor has requested that the Agent release its security interest in all of the Released Trademark Collateral.

NOW, THEREFORE, the Agent, on behalf of itself, its successors, legal representatives and assigns and any lenders for which the Agent acted as security or collateral agent, without recourse, representation or warranty of any kind or nature, hereby terminates, cancels and releases its security interest in, lien upon and conditional assignments of, and hereby reassigns to the Debtor, all of the Released Trademark Collateral.

The Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.

The validity, interpretation and enforcement of this Release and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the laws of the State of New York.

Capitalized terms used but not defined herein shall have the meanings given to them in the Trademark Security Agreement.

TRADEMARK REEL: 006088 FRAME: 0766

Delivery of an executed signature page to this Release by facsimile or electronic transmissions (including .pdf file) shall be effective as delivery of an original signature.		

4794275.3

TRADEMARK
REEL: 006088 FRAME: 0767

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

WELLS FARGO BANK, NATIONAL

ASSOCIATION, as Agent

Name: ANDREW POG

fitle:

### **EXHIBIT A**

# LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Owner: Safway Services, LLC

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
1.	ARISE WACO	77402325 2/21/2008	3597440 3/31/2009	REGISTERED
2.	AUTO-LOCK	72414473 2/3/1972	988546 7/16/1974	REGISTERED RENEWED
3.	CABBY	73754167 9/26/1988	1538098 5/9/1989	REGISTERED RENEWED
4.	Design Only	85342488 6/9/2011		PENDING
5.	Design Only	75085806 4/9/1996	2745420 8/5/2003	REGISTERED
6.	EXPRESCAFF	75758350 7/23/1999	2523977 1/1/2002	REGISTERED RENEWED
7.	HI-LOAD	72078955 8/3/1959	696866 4/26/1960	REGISTERED RENEWED
8.	QUIKDECK	85386638 8/2/2011		PENDING
9.	SAFWAY	85749210 10/9/2012		PENDING
10.	SAFWAY	85161766 10/26/2010	4069625 12/13/2011	REGISTERED
11.	SAFWAY TRACKING SYSTEM	85650843 6/13/2012		PENDING
12.	SHORE "X"	72162795 2/14/1963	767390 3/31/1964	REGISTERED RENEWED
13.	SPEEDLOCK	72064224 12/12/1958	683877 8/25/1959	REGISTERED RENEWED
14.	THE SMART WAY	85656913 6/20/2012		PENDING ITU
15.	WACO	71538214 10/17/1947	510607 6/7/1949	REGISTERED RENEWED
16.	WACO MAX	75599950 12/4/1998	2527926 1/8/2002	REGISTERED RENEWED
17.	WACO WEDGELOK	73606413 6/26/1986	1479307 3/8/1988	REGISTERED RENEWED

A-1

TRADEMARK REEL: 006088 FRAME: 0769

	Trademark/ Image if any	Application Number Application Date	Registration Number Registration Date	Status
	<b>¥000∰mD0m-10X</b>			
18.	WACO WRAP	75280100 4/23/1997	2251794 6/8/1999	REGISTERED RENEWED
19.	WEDGELOK	77821429 9/8/2009	3780692 4/27/2010	REGISTERED