

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK N.A.		03/02/2020	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ROADRUNNER TRANSPORTATION SYSTEMS, INC.		
Street Address:	4900 S. PENNSYLVANIA AVE.		
City:	CUDAHY		
State/Country:	WISCONSIN		
Postal Code:	53110		
Entity Type:	Corporation: DELAWARE		
Name:	ACTIVE AERO GROUP, INC.		
Street Address:	4900 S. PENNSYLVANIA AVE.		
City:	CUDAHY		
State/Country:	WISCONSIN		
Postal Code:	53110		
Entity Type:	Corporation: DELAWARE		
Name:	MESCA FREIGHT SERVICES, LLC		
Street Address:	4900 S. PENNSYLVANIA AVE.		
City:	CUDAHY		
State/Country:	WISCONSIN		
Postal Code:	53110		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CAPITAL TRANSPORTATION LOGISTICS, LLC		
Street Address:	4900 S. PENNSYLVANIA AVE.		
City:	CUDAHY		
State/Country:	DELAWARE		
Postal Code:	53110		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	MARISOL INTERNATIONAL, LLC		
Street Address:	4900 S. PENNSYLVANIA AVE.		
City:	CUDAHY		

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State/Country:	WISCONSIN
Postal Code:	53110
Entity Type:	Limited Liability Company: DELAWARE
Name:	USA JET AIRLINES, INC.
Street Address:	4900 S. PENNSYLVANIA AVE.
City:	CUDAHY
State/Country:	WISCONSIN
Postal Code:	53110
Entity Type:	Corporation: DELAWARE
Name:	GROUP TRANSPORTATION SERVICES, LLC
Street Address:	4900 S. PENNSYLVANIA AVE.
City:	CUDAHY
State/Country:	WISCONSIN
Postal Code:	53110
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	5173163	ASCENT GLOBAL LOGISTICS
Registration Number:	5485968	
Registration Number:	3718181	APT
Registration Number:	3718182	ACTIVE GLOBAL SOLUTIONS
Registration Number:	3718183	ACTIVE PTM
Registration Number:	3718184	ACTIVE ON-DEMAND
Registration Number:	3249498	MESCA
Registration Number:	4058962	SHIPANDSAVE
Registration Number:	3352186	MARISOL INTERNATIONAL
Registration Number:	2117837	CHARTERNET
Registration Number:	1998391	USA JET AIRLINES
Registration Number:	1998392	ACTIVE AERO CHARTER
Registration Number:	4326581	WE SHIP AND SAVE
Serial Number:	88160204	PEAK
Serial Number:	87665242	YOUR GOODS. OUR BEST.

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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Alexandra S. Gecas
Address Line 1: 35 W. Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER: 013757/175

NAME OF SUBMITTER: Alexandra S. Gecas

SIGNATURE: /Alexandra S. Gecas by trademarkny/

DATE SIGNED: 03/03/2020

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of March 2, 2020 (“Release”), is made by BMO HARRIS BANK N.A. (“Grantee”), in favor of ROADRUNNER TRANSPORTATION SYSTEMS, INC., ACTIVE AERO GROUP, INC., MESCA FREIGHT SERVICES, LLC, CAPITAL TRANSPORTATION LOGISTICS, LLC, MARISOL INTERNATIONAL, LLC, USA JET AIRLINES, INC. and GROUP TRANSPORTATION SERVICES, LLC (collectively, the “Grantors” and each, individually, a “Grantor”).

WHEREAS, Grantee, each Grantor, and the other parties thereto have entered into that certain Pledge and Security Agreement, dated as of February 28, 2019 (as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of February 28, 2019, by and between Grantee and Grantors (the “IP Security Agreement”), each Grantor granted to Grantee, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of such Grantor in and to certain intellectual property;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 006577 Frame 0989 on February 28, 2019;

WHEREAS, each Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

SECTION 2. Termination and Release. Grantee, without representation, warranty, or recourse, hereby:

(a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of such Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Collateral under the IP Security Agreement), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);

(b) assigns and transfers to such Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and

(c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at such Grantor’s expense.

SECTION 3. Choice of Law. THIS RELEASE SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

IN WITNESS WHEREOF, the Grantee has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

GRANTEE:

BMO HARRIS BANK N.A.,
as Grantee

By:  _____

Name: Isabella Battista

Its: Director

Schedule A

Trademark Registrations and Applications

ENTITY	REGISTRATION NUMBER
Roadrunner Transportation Systems, Inc.	Reg. No. 5173163
Roadrunner Transportation Systems, Inc.	Serial No. 88160204
Roadrunner Transportation Systems, Inc.	Reg. No. 5485968
Roadrunner Transportation Systems, Inc.	Serial No. 87665242
Active Aero Group, Inc.	Reg. No. 3718181
Active Aero Group, Inc.	Reg. No. 3718182
Active Aero Group, Inc.	Reg. No. 3718183
Active Aero Group, Inc.	Reg. No. 3718184
MESCA Freight Services, LLC	Reg. No. 3249498
Capital Transportation Logistics, LLC	Reg. No. 4058962
Marisol International, LLC	Reg. No. 3,352,186
USA Jet Airlines, Inc.	Reg. No. 2117837
USA Jet Airlines, Inc.	Reg. No. 1998391
USA Jet Airlines, Inc.	Reg. No. 1998392
Group Transportation Services, LLC f/k/a Group Transportation Services, Inc. (as successor to CTL Brokerage, LLC)	Reg. No. 4326581