# CH \$165.00 297713

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM343927

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WACHOVIA CAPITAL FINANCE CORPORATION (New England)		06/01/2015	CORPORATION: MASSACHUSETTS

### **RECEIVING PARTY DATA**

Name:	Viasystems, Inc.
Street Address:	101 South Hanley Road
Internal Address:	Suite 1800
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	CORPORATION: DELAWARE

## **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2977135	
Registration Number:	3055872	
Registration Number:	2977136	VIASYSTEMS
Registration Number:	2977137	
Registration Number:	2977138	
Registration Number:	2977140	VIASYSTEMS

### CORRESPONDENCE DATA

**Fax Number:** 6502515002

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:** (650) 251-5047

**Email:** ksolomon@stblaw.com **Correspondent Name:** Michelle T. Morad, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 509265/1879

TRADEMARK REEL: 005548 FRAME: 0113

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NAME OF SUBMITTER:	Michelle T. Morad
SIGNATURE:	/mtm/
DATE SIGNED:	06/08/2015

### **Total Attachments: 5**

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# RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Viasystems, Inc., an Delaware corporation ("Debtor"), granted a continuing security interest in and lien upon, and right of set off against, (a) all of Debtor's right, title and interest in and to all of Debtor's trademarks, service marks, trade names, and trade styles, and all applications, registrations and recording relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks (or the license of any Trademark), including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks (collectively, the "Trademark Collateral"), to Wells Fargo Capital Finance, LLC, a Delaware limited liability company, successor by merger to Wachovia Capital Finance Corporation (New England), a Massachusetts corporation, in its capacity as agent (in such capacity "Secured Party") for the benefit of itself and the benefit of other certain secured parties, as set forth in the Trademark Security Agreement, dated February 16, 2010, between Debtor and Secured Party (the "Trademark Security Agreement");

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on February 23, 2010 at Reel 004153, Frame 0702;

WHEREAS, Debtor has requested, and Secured Party has agreed, that Secured Party will fully release, terminate, discharge and reassign its interest in the Trademark Collateral, including the Trademarks identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, pursuant to this release;

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, Secured Party hereby:

- 1. fully terminates, releases, discharges and reassigns to Debtor its security interest in and lien upon the Trademark Collateral, including the Trademarks identified in Schedule A, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind;
- 2. agrees that any right, title or interest of the Secured Party in the Trademark Collateral shall hereby cease and become void and any power of attorney or similar rights granted by

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Debtor to Secured Party pursuant to or in connection with the Trademark Security Agreement is terminated; and

3. authorizes and requests that the Commissioner of Trademarks note and record the existence of the release hereby given.

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 the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of New York.

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IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer this 1st day of June, 2015.

WELLS FARGO CAPITAL FINANCE, LLC, successor by merger to Wachovia Capital Finance Corporation (New

England)

By: Name: Sarr

Title

[Signature Page to Release of Security Interests in Trademarks – Viasystems]

STATE OF ILLINOIS	)
	) ss.:
COUNTY OF COOK	)

On the 1st day of June, 2015, before me personally came Barry Felker, to me known, who being by me duly sworn, did depose and say, that he is an Authorized Signatory of Wells Fargo Capital Finance, LLC and that the foregoing instrument was signed on behalf of such limited liability company by order of said limited liability company.

OFFICIAL SEAL CHERIMIN PASCUAL NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 11/05/2016

Notary Public

# SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

# LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	Registration Number	Registration Date
DESIGN ONLY	2977135	7/26/2005
DESIGN ONLY	3055872	1/31/2006
VIASYSTEMS	2977136	7/26/2005
DESIGN ONLY	2977137	7/26/2005
DESIGN ONLY	2977138	7/26/2005
VIASYSTEMS	2977140	7/26/2005

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**RECORDED: 06/08/2015** 

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