# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357084

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|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | RELEASE OF TRADEMARK SECURITY AGREEMENT |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Cerberus Business Finance, LLC | | 09/30/2015 | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Gyro, LLC |
| **Street Address:** | 7755 Montgomery Road |
| **Internal Address:** | Suite 300 |
| **City:** | Cincinnati |
| **State/Country:** | OHIO |
| **Postal Code:** | 45236 |
| **Entity Type:** | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 1**

| Property Type | Number | Word Mark |
|---|---|---|
| **Serial Number:** | 86079596 | GYRO: FUEL |

**CORRESPONDENCE DATA**

**Fax Number:** 2125935955

***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:** 212-756-2132
**Email:** scott.kareff@srz.com
**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP
**Address Line 1:** 919 Third Avenue
**Address Line 2:** 25th Floor
**Address Line 4:** New York, NEW YORK 10022

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|---|---|
| **ATTORNEY DOCKET NUMBER:** | 014951-1414 |
| **NAME OF SUBMITTER:** | Scott Kareff (014951-1414) |
| **SIGNATURE:** | /kc for sk/ |
| **DATE SIGNED:** | 10/01/2015 |

**Total Attachments: 3**
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source=Trademark Release for Gyro, LLC - Cerberus Business Finance, LLC (1)#page2.tif

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# RELEASE OF TRADEMARK SECURITY AGREEMENT

WHEREAS, pursuant to that certain Assignment For Security - Trademarks, dated as of October 1, 2013 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office at Reel 5133, Frame 0145 on October 17, 2013, GYRO, LLC, a Delaware limited liability company ("Releasee"), pledged, conveyed, sold, assigned, transferred and set over unto CERBERUS BUSINESS FINANCE, LLC, a Delaware limited liability company ("Releasor"), and granted to Releasor for the benefit of Releasor and the Lenders a continuing security interest in all right, title and interest of Releasee in, to and under trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations; and

WHEREAS, Releasee has requested, and Releasor has agreed to provide, a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

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

2. Release of Security Interest. Releasor hereby, without any representation and warranty and without any recourse to Releasor, releases, relinquishes and discharges its security interest in the Collateral.

IN WITNESS WHEREOF, Releasor has caused this Release of Trademark Security Agreement to be duly executed as of September 30, 2015.

CERBERUS BUSINESS FINANCE, LLC

By: _____

Name: Daniel E Wolf

Title: President

## SCHEDULE A

### Trademark Registrations/Applications

| Mark | International Class | Filing Date | Application No. |
|---|---|---|---|
| GYRO: FUEL | 35 | 9/16/2013 | 86/079,596 |

DOC ID - 23542556.1