

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM357084

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		
<i>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.</i>			
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		
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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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:

Title:


Daniel E Wolf

President

RELEASE OF
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005635 FRAME: 0618

SCHEDULE A

Trademark Registrations/Applications

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