

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Releases of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCW Asset Management Company, as Agent		12/18/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MCI Service Part, Inc.		
Street Address:	711 Kernaghan Avenue		
City:	Winnipeg		
State/Country:	CANADA		
Postal Code:	R2C 3T4		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4031384	THE PARTS PROS	
Registration Number:	3830168	COACH GUARD	
Registration Number:	3830169	COACH GUARD	
Serial Number:	86166195	RELIAPARTS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	111 West Monroe Street, 17th Floor		
Address Line 2:	111 West Monroe Street, 17th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Chapman and Cutler LLP		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	12/27/2015		
Total Attachments: 5			
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NOTICE OF RELEASE OF GRANT OF SECURITY INTERESTS IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of December 18, 2015 is made by TCW ASSET MANAGEMENT COMPANY, in its capacity as agent (referred to herein as the "Releasor"), in favor of MCI SERVICE PARTS, INC., a Delaware corporation (the "Releasee"), pursuant to that certain Term Loan and Security Agreement, dated as of September 26, 2014 (as the same may be further amended or modified from time to time) among the Borrowers party thereto, the Releasor and the other parties from time to time party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Notice of Grant of Security Interest in Trademarks, dated as of September 26, 2014 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office at Reel 5371, Frame 0737 on September 30, 2014, Releasee assigned and pledged to Releasor, as Agent, a continuing security interest in all of the following (collectively, the "Trademark Collateral"):

- a) all of Releasee's then existing or thereafter acquired right, title, and interest in and to: (i) all of Releasee's trademarks, tradenames, trade styles and service marks and designs and all applications for registration and registrations to the foregoing as may have at any time been filed in the PTO, the Canadian Intellectual Property Office or in any similar office or agency in the United States of America or Canada, any State or Province thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule I hereto, together with all rights and privileges arising under applicable law with respect to Releasee's use of any trademarks, tradenames, trade styles, service marks and designs, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); provided, that, no security interest was granted in any "intent-to use" trademark application unless and until a statement of use or amendment to allege use was filed or any other filing was made, or circumstances otherwise changed, such that the interests of Releasee in such marks were no longer on an "intent-to-use" basis, at which time such marks became automatically and without further action by the parties subject to the security interests and liens granted by Releasee to Releasor, hereunder; and (ii) all prints and labels on which such trademarks, tradenames, trade styles, service and design marks appear, have appeared or will appear, and all designs and general intangibles of a like nature;
- b) the goodwill of the business symbolized by each of the Trademarks, 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 (subject to the rights of the licensors therein) pertaining to the Trademarks,
- d) all income, fees, royalties and other payments at any time due or payable with respect to the Trademarks, 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 of the Trademarks; and
- f) all rights corresponding thereto throughout the world; and
- g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Releasee against third parties for past or future infringement of the Trademarks; and

WHEREAS, Releasee has requested and Releasor has agreed to release its interest in the Trademark Collateral; 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 Trademark Collateral.

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IN WITNESS WHEREOF, Releasor has caused this Release of Trademark Security Agreement to be duly executed as of December 18, 2015.

TCW ASSET MANAGEMENT COMPANY, as Agent

By: *Suzanne Cross*
Name: *Suzanne Cross*
Title: *Managing Director*


RELEASE OF
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005696 FRAME: 0343

SCHEDULE I

U.S. Trademarks Owned by MCI Service Parts, Inc.

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE PARTS PROS	4031384	9/27/2011
COACH GUARD	3830168	8/10/2010
	3830169	8/10/2010

U.S. Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
RELIAPARTS	86166195	1/15/2014