

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM368250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, LLC		12/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MCI SERVICE PARTS, INC.		
Street Address:	200 E. Oakton Street		
City:	Des Plaines		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1579673	THE PARTS PROS	
Registration Number:	3830168	COACH GUARD	
Registration Number:	3830169	COACH GUARD	
Registration Number:	4031384	THE PARTS PROS	
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:	vmann@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Virginia F. Mann		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	19562-008		
NAME OF SUBMITTER:	Virginia F. Mann		
SIGNATURE:	/Virginia F. Mann/		
DATE SIGNED:	01/06/2016		
Total Attachments: 4			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of December 18, 2015 is made by WELLS FARGO CAPITAL FINANCE, LLC, in its capacity as agent (referred to herein as the “Agent”), in favor of MCI SERVICE PARTS, INC., a Delaware corporation (the “Grantor”), pursuant to that certain Loan and Security Agreement, dated as of December 23, 2010 (and as the same may be further amended or modified from time to time, the “Loan Agreement”) among the Borrowers party thereto, the Agent and the other parties from time to time party thereto.

W I T N E S S E T H:

WHEREAS, Grantor granted a continuing security interest in and lien upon certain trademarks and related rights to Agent, as set forth in the Trademark Security Agreement, dated as of December 23, 2010, by and between Grantor and Agent (“Existing Trademark Agreement”), and Supplemental Grant of Security Interest in Trademarks, dated as of September 26, 2014, by and between Grantor and Agent (“Supplemental Trademark Agreement”, collectively with the Existing Trademark Agreement, as heretofore further amended, modified or supplemented, the “Trademark Security Agreements”);

WHEREAS, an executed copy of the Existing Trademark Agreement was recorded in the United States Patent and Trademark Office on December 23, 2010 at Reel 004453, Frame 0935;

WHEREAS, an executed copy of the Supplemental Trademark Agreement was recorded in the United States Patent and Trademark Office on October 6, 2014 at Reel 005377, Frame 0903;

WHEREAS, Grantor has requested that Agent release and reassign its interest in the trademarks more fully identified in Exhibit A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby; and

WHEREAS, Agent has duly authorized the execution, delivery and performance of this Release.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Agent agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement and Trademark Security Agreements, as applicable (it being understood that, unless otherwise provided, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Loan Agreement).

2. Release of Security Interest. The Agent does hereby release and reassign to Grantor its security interest in, lien upon and conditional assignment of the Collateral (as defined

in the Trademark Security Agreements, including but not limited to the trademarks more fully identified in Exhibit A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind.

3. Termination of Power of Attorney. The Agent does hereby agree that any power of attorney or similar rights granted by Grantor to Agent pursuant to or in connection with the Trademark Security Agreements is terminated.

4. Purpose. The Agent does hereby authorize and request that the United States Patent and Trademark Office note and record the existence of the release hereby given.

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IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer as of the date first written above.

WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By: 

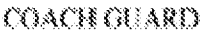

Name: Vicky Geist

Title: Vice President

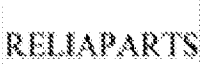
SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademarks and Trademark Applications

U.S. Trademark Registrations

Trademark	Registration Number	Registration Date
THE PARTS PROS	1,579,673	1/23/1990
COACH GUARD 	3,830,168	8/10/2010
COACH GUARD and Design 	3,830,169	8/10/2010
THE PARTS PROS	4,031,384	9/27/2011

U.S. Trademark Applications

Trademark	Serial Number	Filing Date
RELIAPARTS 	86,166,195	1/15/2014