

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Société Générale		06/23/2016	Bank: FRANCE
RECEIVING PARTY DATA			
Name:	WHALEY FOODSERVICE, LLC		
Street Address:	137 Cedar Road		
City:	Lexington		
State/Country:	SOUTH CAROLINA		
Postal Code:	29073		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2303570	"NO ONE WORKS HARDERTO KEEP YOU	
Registration Number:	3293570	WF WHALEY FOODSERVICE PARTS & REPAIRS	
Registration Number:	3169992	NO ONE WORKS HARDER TO KEEP YOU COOLING.	
Registration Number:	4391053	WHALEY FOODSERVICE. PART SMART. SERVICE	
Registration Number:	4357761	KNOW HOW. RIGHT NOW.	
Registration Number:	4785709	COOL TOOLS. HOT IDEAS.	
Registration Number:	4623688	WHALEY FOODSERVICE	
Serial Number:	86884903	THE RIGHT PART. RIGHT AWAY!	
Serial Number:	86884888	WPS WHALEY PARTS & SUPPLY	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8247		
Email:	juan.arias@weil.com		
Correspondent Name:	H.T. Flanagan		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	NEW YORK, NEW YORK 10153		
NAME OF SUBMITTER:	H.T. Flanagan		

CH \$240.00 2303570

SIGNATURE:	/H.T. Flanagan/
DATE SIGNED:	06/29/2016
Total Attachments: 6 source=SG Parts Town Trademark Release#page1.tif source=SG Parts Town Trademark Release#page2.tif source=SG Parts Town Trademark Release#page3.tif source=SG Parts Town Trademark Release#page4.tif source=SG Parts Town Trademark Release#page5.tif source=SG Parts Town Trademark Release#page6.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK PROPERTY

This RELEASE OF SECURITY INTEREST IN TRADEMARK PROPERTY (this “Release”), dated as of June 23, 2016 (the “Effective Date”), is made by Société Générale, in its capacity as administrative agent (the “Agent”), in favor of PARTS TOWN, LLC (the “PT Grantor”) and WHALEY FOODSERVICE, LLC (the “Whaley Grantor”, and together with PT Grantor, the “Grantor”).

WHEREAS, pursuant to that certain Guarantee and Security Agreement, dated as of June 1, 2015, by and among the Agent, the PT Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “2015 Security Agreement”), the PT Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the 2015 Security Agreement, the PT Grantor executed and delivered a Trademark Security Agreement, dated as of June 1, 2015 (the “2015 Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the 2015 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 1, 2015 at Reel/Frame 5527/0424;

WHEREAS, pursuant to that certain Joinder Agreement, dated as of February 1, 2016, by and among the Agent, the Whaley Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “2016 Security Agreement”, and together with the 2015 Security Agreement, the “Security Agreements”), the Whaley Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the 2016 Security Agreement, the Whaley Grantor executed and delivered a Trademark Security Agreement, dated as of February 1, 2016 (the “2016 Trademark Security Agreement”, and together with the 2015 Trademark Security Agreement, the “Trademark Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the 2016 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 1, 2016 at Reel/Frame 5721/0001;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreements or the Trademark Security Agreements, as applicable.

2. Release. The Agent, on behalf of itself and the Secured Parties, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreements and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Agent, on behalf of itself and the Secured Parties, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

6. Counterparts. This Release may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart to this Release by facsimile transmission or other electronic transmission (including by "pdf" or "tif") shall be as effective as delivery of a manually signed original.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**SOCIÉTÉ GÉNÉRALE, acting in its capacity
as Agent for the Secured Parties**

By:  _____

Name: Carol Radice

Title: Director

[Signature Page to Trademark Release Agreement]

ACKNOWLEDGED AND AGREED:

PARTS TOWN, LLC

By: Lori A. Sherwood
Name: Lori A. Sherwood
Title: Chief Financial Officer

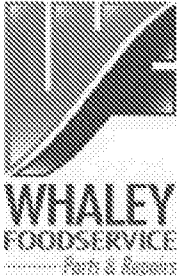
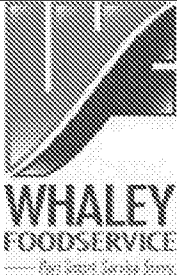
WHALEY FOODSERVICE, LLC

By: Lori A. Sherwood
Name: Lori A. Sherwood
Title: Chief Financial Officer

[Signature Page to Trademark Release Agreement]


Schedule A

1. Trademark Registrations

Trademark	Country/ State	Status	Serial No. Filing date	Reg. No. Reg. Date	Owner
PARTSTOWN	US	Registered	85/207,879 12/30/2010	3,997,784 7/19/2011	Parts Town, LLC
PARTSTOWN & Design	US	Registered	85/207,928 12/30/2010	3,997,785 7/19/2011	Parts Town, LLC
PARTSPIN	US	Registered	86/042,656 8/20/2013	4,521,070 4/29/2014	Parts Town, LLC
PARTSPIN	US	Registered	86/043,243 8/20/2013	4,521,094 4/29/2014	Parts Town, LLC
PARTSMATCH	US	Pending	86/491,489 12/29/2014	N/A	Parts Town, LLC
TECHTOWN	US	Pending	86/528,261 2/09/2015	N/A	Parts Town, LLC
"No one works harderto keep you cooking."	US	Registered	75460703 4/1/1998	2303570 12/28/1999	Whaley Foodservice, LLC
	US	Registered	78622587 5/4/2005	3293570 9/18/2007	Whaley Foodservice, LLC
No one works harder to keep you cooling.	US	Registered	78622522 5/4/2005	3169992 11/7/2006	Whaley Foodservice, LLC
	US	Registered	85761072 10/23/2012	4391053 8/27/2013	Whaley Foodservice, LLC

Trademark	Country/ State	Status	Serial No. Filing date	Reg. No. Reg. Date	Owner
Know How. Right Now.	US	Registered	85762480 10/24/2012	4357761 6/25/2013	Whaley Foodservice, LLC
<i>Cool Tools. Hot Ideas.</i>	US	Registered	86480145 12/15/2014	4785709 8/4/2015	Whaley Foodservice, LLC
Whaley Foodservice	US	Registered	86126453 11/22/2013	4623688 10/21/2014	Whaley Foodservice, LLC

2. Trademark Applications

Trademark	Country/ State	Status	Serial No. Filing date	Reg. No. Reg. Date	Owner
The Right Part. Right Away.	USA	Application	86884903 1/25/2016	N/A	Whaley Foodservice, LLC
 WPS WHALEY PARTS & SUPPLY	USA	Application	86884888 1/25/2016	N/A	Whaley Foodservice, LLC