

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM429419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK, As Administrative Agent		05/31/2017	Banking Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	IRONPLANET MOTORS, LLC		
Street Address:	3825 Hopyard Road		
Internal Address:	Suite 250		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4189128	IRON PLANET MOTORS	
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>			
Phone:	212-735-5117		
Email:	francine.waldbaum@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Francine Waldbaum		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	192620/2		
NAME OF SUBMITTER:	Megan Manfred		
SIGNATURE:	/Megan Manfred/		
DATE SIGNED:	05/31/2017		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of May 31, 2017 (this “Release”) is made by SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below) in favor of IRONPLANET MOTORS, LLC, a Delaware limited liability company (the “Grantor”).

1.

Pursuant to the Guaranty and Security Agreement, dated as of September 16, 2015 entered into by IronPlanet, Inc., Administrative Agent, and others party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), Grantor and Administrative Agent entered into a certain Trademark Security Agreement, dated as of September 16, 2015 and recorded in the United States Patent and Trademark Office on September 17, 2015, at Reel 5625, Frame 0306 (the “IP Security Agreement”), and pursuant to the Guaranty and Security Agreement and IP Security Agreement, Grantor mortgaged, pledged and hypothecated to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined in the IP Security Agreement), including the foregoing identified on Schedule A hereto and incorporated herein by reference.

2.

The Administrative Agent, without representation, warranty or recourse of any sort, hereby terminates, releases and discharges the mortgage, pledge and hypothecation in and all of its Lien on and security interest in, all right, title and interest in, to and under the Trademark Collateral granted under the Guaranty and Security Agreement and IP Security Agreement. Any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void. This Release does not terminate, release or discharge the Administrative Agent’s security interest in any intellectual property or any other asset of the Grantor other than the Trademark Collateral.

3.

The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary and requested by Grantor to effect the release of the security interest contemplated hereby, at Grantor’s expense.

IN WITNESS WHEREOF, Administrative Agent has caused this document to be executed on its behalf as of the date first written above.

SUNTRUST BANK,
as Administrative Agent

By: 

Name:

Title: **Marshall T. Mangum, III**
Director

Address: Mail Code GA-ATL-2020
3333 Peachtree Road NE, 8th Floor
Atlanta, Georgia 30326

Schedule A

U.S. Trademark Registrations

Owner	Title	Official No.	Case Status
IronPlanet Motors, LLC		4189128	Registered