

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452937

| | | | |
|---|---------------------------------------|------------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of 1st Lien Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A. | | 12/01/2017 | Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Mitchell International, Inc. | | |
| Street Address: | 6220 Greenwich Drive | | |
| City: | San Diego | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92122 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85959185 | DECISIONPOINT | |
| Registration Number: | 3351277 | CLAIMIQ | |
| Registration Number: | 2680869 | MITCHELL1 | |
| Registration Number: | 2690630 | MITCHELL1 | |
| Registration Number: | 2804257 | NAGS | |
| Registration Number: | 2526051 | TRUCKEST | |
| Registration Number: | 2614472 | GLASSMATE | |
| Registration Number: | 1777071 | DECISION POINT | |
| Registration Number: | 1980882 | ULTRA MATE | |
| Registration Number: | 1900506 | GLASSMATE | |
| Registration Number: | 1211533 | NAGS | |
| Registration Number: | 1680985 | MITCHELL | |
| Registration Number: | 1374721 | MITCHELL | |
| Registration Number: | 0277709 | NATIONAL AUTO GLASS SPECIFICATIONS | |
| 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: | james.murray@wolterskluwer.com | | |

OP \$365.00 85959185

Correspondent Name: Jim Murray
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 12/01/2017

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 1, 2017

- Assignment
- Security Agreement
- Other Release of 1st Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mitchell International, Inc.

Street Address: 6220 Greenwich Drive

City: San Diego

State: CA

Country: USA Zip: 92122

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

December 1, 2017
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **5**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of December 1, 2017 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of October 11, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered Trademark Security Agreement, dated as of October 25, 2013 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 25, 2013 at Reel/Frame 5139/0498;

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 Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks and the Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, the goodwill associated with such Trademarks, and the right to receive all Proceeds therefrom, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademarks or the Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

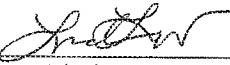
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor 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 Grantor, at the Grantor's 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.

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

BANK OF AMERICA, N.A., acting in its capacity as collateral agent for the Lenders

By: 

Name: Linda Lov

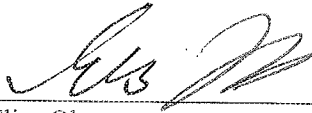
Title: Assistant Vice President

[Mitchell -- First Lien Trademark Release (Mitchell)]

TRADEMARK
REEL: 006218 FRAME: 0615

GRANTOR:

MITCHELL INTERNATIONAL, INC.

By: 
Name: Elias Olmeta
Title: Treasurer

SCHEDULE A

U.S. Trademark Registrations and Applications

| Owner | Registration/Serial Number | Title |
|------------------------------|-----------------------------------|---------------------------------------|
| Mitchell International, Inc. | 85/959185 | DECISIONPOINT |
| Mitchell International, Inc. | 3351277 | CLAIMIQ |
| Mitchell International, Inc. | 2680869 | MITCHELL I |
| Mitchell International, Inc. | 2690630 | MITCHELL I |
| Mitchell International, Inc. | 2804257 | NAGS |
| Mitchell International, Inc. | 2526051 | TRUCKEST |
| Mitchell International, Inc. | 2614472 | GLASSMATE |
| Mitchell International, Inc. | 1777071 | DECISION POINT |
| Mitchell International, Inc. | 1980882 | ULTRA MATE |
| Mitchell International, Inc. | 1900506 | GLASSMATE |
| Mitchell International, Inc. | 1211533 | NAGS |
| Mitchell International, Inc. | 1680985 | MITCHELL |
| Mitchell International, Inc. | 1374721 | MITCHELL |
| Mitchell International, Inc. | 277709 | NATIONAL AUTO GLASS SPECIFICATIONS |