

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM457223

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|---|-----------------------------------|--|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SUNTRUST BANK, AS ADMINISTRATIVE AGENT | | 01/08/2018 | BANKING CORPORATION: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | KAUFFMAN TIRE, INC. | | |
| Street Address: | 3 Glenlake Parkway, NE, Suite 400 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30328 | | |
| Entity Type: | Corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3849962 | SERVICE ADVANTAGE PREVENTATIVE AUTO CARE | |
| Registration Number: | 3850024 | TREADMAXX TIRE MILES | |
| Registration Number: | 3112761 | TREADMAXX | |
| Registration Number: | 4917010 | KAUFFMAN TIRE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124464900 | | |
| <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: | susan.zablocki@kirkland.com | | |
| Correspondent Name: | Susan Zablocki | | |
| Address Line 1: | Kirkland & Ellis LLP | | |
| Address Line 2: | 601 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 19127-4 | | |
| NAME OF SUBMITTER: | Susan Zablocki | | |
| SIGNATURE: | /susan zablocki/ | | |
| DATE SIGNED: | 01/08/2018 | | |

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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

January 8, 2018

1.

Kauffman Tire, Inc., a Georgia corporation, and Treadepot.com, LLC, a Georgia limited liability company (each, an “Assignor”, and, collectively, the “Assignors”), entered into (i) that certain Trademark Security Agreement, recorded in the United States Patent and Trademark Office on June 16, 2016, at Reel 5814, Frame 0943, in the case of Kauffman Tire, Inc. (the “Kauffman ABL Security Agreement”), (ii) that certain Trademark Security Agreement, recorded in the United States Patent and Trademark Office on June 16, 2016, at Reel 5815, Frame 0841, in the case of Treadepot.com, LLC (the “Treadepot.com, LLC ABL Security Agreement”), (iii) that certain Trademark Security Agreement, recorded in the United States Patent and Trademark Office on June 16, 2016, at Reel 5814, Frame 0981, in the case of Kauffman Tire, Inc. (the “Kauffman Term Loan Security Agreement”), and (iv) that certain Trademark Security Agreement, recorded in the United States Patent and Trademark Office on June 16, 2016, at Reel 5815, Frame 0993, in the case of Treadepot.com, LLC (the “Treadepot.com, LLC Term Loan Security Agreement” and together with the Kauffman ABL Security Agreement, the Treadepot.com, LLC ABL Security Agreement, and the Kauffman Term Loan Security Agreement, the “Security Agreements”), whereby each Assignor granted SunTrust Bank, as the administrative agent (the “Assignee”), a security interest in the trademarks and the federal application therefor and resulting registration thereof identified on **Schedule A** hereto and incorporated herein by reference, including the goodwill associated therewith (the “Marks”).

2.

The Assignee, without representation, warranty, or recourse of any sort, hereby terminates, releases, and discharges all of its security interest in each Mark granted under the Security Agreements. Any right, title or interest of the Assignee in such Mark shall hereby cease and become void. This Release of Security Interest in Trademarks does not terminate, release, or discharge the Assignee’s security interest in any intellectual property or any other asset of the Assignor other than the Marks.

3.

The Assignee 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 either Assignor to effect the release of the security interest contemplated hereby, at such Assignor’s expense.

[Signature Page Follows]

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

SUNTRUST BANK,
as Assignee

By: _____

Name: Ryan Parnell

Title: Director

Address: 4777 Sharon Road
4th Floor
Charlotte, NC 28210


[SunTrust/Kauffman -- Release of Security Interest in Trademarks]

TRADEMARK

REEL: 006247 FRAME: 0071

Schedule A

U.S. TRADEMARK REGISTRATIONS

| Mark | Owner | Registration Number |
|---|---------------------|---|
| Kauffman Tire | Kauffman Tire, Inc. | Registration No. 4,917,010 (Registered 3/15/2016) |
| Treadmaxx Tire Miles | Kauffman Tire, Inc. | Registration No. 3,850,024 (Registered September 21, 2010) |
|  | Kauffman Tire, Inc. | Registration No. 3,849,962 (Registered September 21, 2010) |
| TREADDEPOT.COM | Treadepot.com, LLC | Registration No. 2,430,496 (Registered 2/20/2001) |
| TREADDEPOT.COM | Treadepot.com, LLC | Registration No. 2,448,317 (Registered 5/1/2001) |