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ETAS ID: TM460603

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		12/20/2017	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	NEW ACTON MOBILE INDUSTRIES LLC		
Street Address:	809 Gleneagles Court		
Internal Address:	Suite 300		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21286		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark	
Registration Number:	3049179	ACTON MOBILE INDUSTRIES	
Registration Number:	3023316	ACTON MOBILE INDUSTRIES	
Registration Number:	4484183	A ACTON	

### **CORRESPONDENCE DATA**

**Fax Number:** 8004947512

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.

**Phone:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F175270
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	02/02/2018

Total Attachments: 4

TRADEMARK REEL: 006264 FRAME: 0331

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TRADEMARK REEL: 006264 FRAME: 0332

[Execution]

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of December 20, 2017 is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent pursuant to the Credit Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent") in favor of NEW ACTON MOBILE INDUSTRIES LLC, a Delaware limited liability company (the "Grantor").

### WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement, dated as of May 15, 2015, among Grantor, Agent and the other parties from time to time party thereto (the "<u>Credit Agreement</u>"), Grantor granted a continuing security interest in and lien upon certain trademarks and related rights to Agent for the benefit of each member of the Lender Group and each of the Bank Product Providers (as defined in the Credit Agreement) (the "<u>Secured Parties</u>"), as set forth in the Trademark Security Agreement, dated August 15, 2014, by and between Grantor and Agent (the "<u>Trademark Security Agreement</u>");

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 20, 2014 at Reel 5349, Frame 0134;

WHEREAS, Grantor has requested that Agent release and reassign to Grantor its interest in the Trademark Collateral (as defined in the Trademark Security Agreement), 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; and

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

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

- 1. <u>Definitions</u>. 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 Credit Agreement and Trademark Security Agreement, 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 Credit Agreement).
- 2. Release of Security Interest. The Agent does hereby discharge and release any and all security interest in, lien upon and conditional assignment of the Trademark Collateral, and reassign to Grantor any and all right, title and interest in, to and under the Trademark Collateral, 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.

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- 3. <u>Termination of Power of Attorney</u>. The Agent, on behalf of itself and the Secured Parties, does hereby terminate the Trademark Security Agreement. For the avoidance of doubt, 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 Agreement is terminated.
- 4. <u>Purpose</u>. The Agent does hereby authorize and request that the United States Patent and Trademark Office note and record this Release.

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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 BANK, NATIONAL ASSOCIATION, as Agent

By:

Name: Steven Walfisch Title: Authorized Signatory

[Signature Page to Release of Trademarks (2014)]

# EXHIBIT A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

# **Trademarks and Trademark Applications**

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
New Acton Mobile Industries LLC	U.S.	ACTON MOBILE INDUSTRIES	3049179	March 10, 2012
New Acton Mobile Industries LLC	U.S.	· <b>ACTON</b>	3023316	April 22, 2011
New Acton Mobile Industries LLC	U.S.	ACTON	4484183	June 6, 2013
New Acton Mobile Industries LLC	U.S.	ACTON MOBILE INDUSTRIES	Alabama Registration	October 3, 2007

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**RECORDED: 02/02/2018** 

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