

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		02/01/2018	BANKING CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	ALLY EQUIPMENT, LLC		
Street Address:	3401 QUORUM DRIVE		
Internal Address:	SUITE 300		
City:	FORT WORTH		
State/Country:	TEXAS		
Postal Code:	76137		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3705806	ALLY EQUIPMENT RENTAL	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	33328.003 Ally		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	02/02/2018		
Total Attachments: 4			
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CH \$40.00 3705806

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of February 1, 2018, by FIFTH THIRD BANK, as Administrative Agent (“**Administrative Agent**”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, Ally Equipment LLC, a Colorado limited liability company (“**Grantor**”), and Administrative Agent are parties to that certain Guaranty, Pledge and Security Agreement dated as of November 5, 2014 (the “**Security Agreement**”), whereby the Grantor granted to Administrative a continuing security interest in all of Grantor’s right, title and interest in, to and under certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to the Administrative Agent, including, without limitation, the Trademarks set forth on Schedule A hereto and the Trademark Collateral described below;

WHEREAS, Grantor is party to that certain Trademark Security Agreement, dated as of November 5, 2014 (the “**Trademark Security Agreement**”), pursuant to which Grantor granted to Administrative Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on November 7, 2014, at Reel 5396, Frame 0423;

WHEREAS, Grantor has requested that Administrative Agent, and Administrative Agent now desires to, terminate and release its continuing security interest in in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby automatically and unconditionally releases and terminates its continuing security interest in in all of Grantor’s right, title and interest in and to the following (collectively the “**Trademark Collateral**”):

(i) all of the Trademarks including, without limitation, any of the foregoing referred to in Schedule A, all recording and registrations thereof and applications thereof, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(ii) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Trademarks.

2. Administrative Agent hereby terminates the Trademark Security Agreement and fully and finally terminates, discharges, releases, cancels, reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Administrative Agent agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or requested by the Grantor to effect the release of the security interest contemplated hereby, in each case at the sole cost of Grantor, who shall promptly reimburse Administrative Agent for all costs and expenses incurred by Administrative Agent in connection with the foregoing.

4. Administrative Agent hereby authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry.

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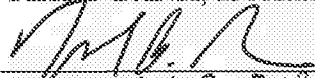
IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

FIFTH THIRD BANK, as Administrative Agent

By:

Name:

Title:


MICHAEL B. BARKLEY
VICE PRESIDENT

Trademark Release and Reassignment

TRADEMARK
REEL: 006264 FRAME: 0591

Schedule A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
ALLY EQUIPMENT RENTAL	3705806	11/3/09	U.S.

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
None.			