

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466488

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION OF SECOND LIEN TRADEMARKS
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Penfund Partners, Inc.		03/20/2018	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Mavis Tire Supply LLC
Street Address:	358 Saw Mill River Road
City:	Millwood
State/Country:	NEW YORK
Postal Code:	10546
Entity Type:	Limited Liability Company: DELAWARE
Name:	Mavis Southeast LLC
Street Address:	358 Saw Mill River Road
City:	Millwood
State/Country:	NEW YORK
Postal Code:	10546
Entity Type:	Limited Liability Company: DELAWARE
Name:	Somerset Tire Service, Inc.
Street Address:	358 Saw Mill River Road
City:	Millwood
State/Country:	NEW YORK
Postal Code:	10546
Entity Type:	Corporation: NEW JERSEY

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1685669	MAVIS
Registration Number:	1551273	STS
Registration Number:	3849962	SERVICE ADVANTAGE PREVENTATIVE AUTO CARE
Registration Number:	4917010	KAUFFMAN TIRE

CORRESPONDENCE DATA

Fax Number:

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: 212-701-3365
Email: ipteam@coagencyglobal.com
Correspondent Name: Elaine Carrera
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	F176103 Mavis Rel 2L
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NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	03/21/2018
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Total Attachments: 4

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**TERMINATION OF SECOND LIEN SECURITY INTEREST IN UNITED STATES
TRADEMARKS**

This **TERMINATION OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS** (this "Termination"), dated as of March 20, 2018, is made by Penfund Partners, Inc. as administrative agent (in such capacity, the "Administrative Agent"), in favor of SOMERSET TIRE SERVICE, INC., a New Jersey corporation ("Somerset"), MAVIS TIRE SUPPLY LLC, a Delaware limited liability company ("Mavis Tire Supply"), and MAVIS SOUTHEAST LLC, a Delaware limited liability company ("Mavis Southeast"), (collectively, the "Pledgors"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below). Notwithstanding the foregoing, for the purposes of this Termination, "Trademark Collateral" shall have the meaning assigned to such term in the Trademark Security Agreement (as defined below) and shall include, without limitation, those United States registered trademarks and trademark applications listed on Schedule 1 attached hereto.

WHEREAS, pursuant to that (i) certain Second Lien Guaranty and Security Agreement, dated as of October 31, 2014 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") between the Pledgors, the other pledgors party thereto and the Administrative Agent, (ii) certain Second Lien Trademark Security Agreement, dated as of October 31, 2014, executed by Mavis Tire Supply in favor of the Administrative Agent, (iii) certain Second Lien Trademark Security Agreement, dated as of August 5, 2015, executed by Somerset in favor of the Administrative Agent, and (iv) certain Second Lien Trademark Security Agreement, dated as of January 8, 2018, executed by Mavis Southeast in favor of the Administrative Agent (clauses (ii) through (iv)), collectively, the "Trademark Security Agreement"), the Pledgors pledged and granted to the Administrative Agent a security interest in and continuing lien on all of the Pledgors' right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the security interest in the Trademark Collateral pledged and granted by the Pledgors to the Administrative Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (i) on October 31, 2014, at Reel 5391, and Frame 0984, (ii) on August 5, 2015, at Reel 5593, and Frame 0740, (iii) on January 8, 2018, at Reel 6244, and Frame 0869; and

WHEREAS, the Administrative Agent has agreed to terminate, release and discharge its security interest and lien on all of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Pledgors secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent hereby terminates, releases and discharges any and all of its mortgages, liens, and security interests in all of the Pledgors' right, title and interest in, to and under the Trademark Collateral and hereby collaterally reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Trademark Collateral to each Pledgor, as applicable.

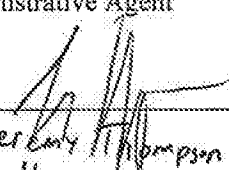
2. The Administrative Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN
ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

PENFUND PARTNERS, INC.,
as Administrative Agent

By: 
Name: *Jeremy Thompson*
Title: *Authorized Signatory*

[Signature Page to 2L Release of Trademark Security Agreement]

TRADEMARK
REEL: 006296 FRAME: 0750

Schedule 1

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Release of Trademark Security Agreement recorded 10/31/2014 at reel/frame 5391/0984

Owner	Trademark	Filing Date	Reg. No.	Registration Date
Mavis Tire Supply LLC	MAVIS	September 17, 1990	1,685,669	May 5, 1992

Release of Trademark Security Agreement recorded 08/05/2015 at reel/frame 5593/0740

Owner	Trademark	Filing Date	Reg. No.	Registration Date
Somerset Tire Service, Inc.	STS	March 2, 1987	1,551,273	August 8, 1989

Release of Trademark Security Agreement recorded 01/08/2018 at reel/frame 6244/0869

Owner	Trademark	Filing Date	Reg. No.	Registration Date
Mavis Southeast LLC	Service Advantage	February 15, 2010	3,849,962	September 21, 2010
Mavis Southeast LLC	Kauffman Tire	December 15, 2014	4,917,010	March 15, 2016