# CH \$90.00 481

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM471101

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Golub Capital LLC, as Administrative Agent			Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Take 5 LLC	
Street Address:	440 S. Church St., Suite 700	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	
Entity Type:	Limited Liability Company: NORTH CAROLINA	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark		
Registration Number:	4812326			
Registration Number:	4821963	EXPRESS LUBE PLUS		
Registration Number:	3859171	EXPRESS LUBE		

## **CORRESPONDENCE DATA**

**Fax Number:** 3129021061

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:** 312-577-8518

**Email:** rebecca.dyson@kattenlaw.com

Correspondent Name: Rebecca Dyson C/O Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Rebecca Dyson
SIGNATURE:	/rebecca dyson/
DATE SIGNED:	04/24/2018

#### **Total Attachments: 4**

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#### TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 24, 2018 (this "<u>Release</u>"), is made by Golub Capital LLC, as Administrative Agent (in such capacity, the "<u>Grantee</u>") in favor of Take 5 LLC, a North Carolina limited liability company (as successor-in-interest to Take 5 Oil Change, L.L.C., a Louisiana limited liability company) (the "<u>Grantor</u>").

**WHEREAS**, the Grantor and the Grantee are parties to (i) that certain Security Agreement, dated as of March 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) that certain Trademark Security Agreement dated as of December 9, 2016 (the "Trademark Security Agreement");

**WHEREAS**, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Grantee a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types or property being herein collectively referred to as the "<u>Trademark Collateral</u>"):

- (i) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the United States federal Trademark registrations and Trademark applications referred to in <u>Schedule A</u> annexed hereto; and
- (ii) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark owned by the Grantor, including, without limitation, the United States federal Trademark registrations and Trademark applications referred to in Schedule A annexed hereto;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the "<u>USPTO</u>") on December 19, 2016 at Reel 5939 and Frame 0761;

WHEREAS, the Grantee has agreed to terminate and release its security interest in, to and under the Trademark Collateral and reassign any and all rights in the same to the Grantor; and

**WHEREAS**, capitalized terms used in this Release and not otherwise defined herein shall have the meanings specified in the Security Agreement or Trademark Security Agreement, as applicable.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Trademark Release 132868907v3

- 1. Release of Security Interest. The Grantee hereby terminates, releases, relinquishes and discharges fully all mortgages, liens, and security interests granted to the Grantee in the Trademark Collateral, and reassigns and transfers to the Grantor all of its right, title and interest in, to or under the Trademark Collateral.
- 2. Recordation. The Grantee hereby authorizes the Grantor, or the Grantor's authorized representative(s), as the case may be, to record this Release with the USPTO and any other applicable governmental office or agency. The Grantee further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release, it being understood that such recordation shall be at the Grantor's sole expense.
- 3. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York

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Trademark Release

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

GOLUB CAPITAL LLC,

as Grantee

Name: Marc C. Robinson

Title: Managing Director

## Schedule A

# TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
Design Only	US	86531295	2/11/15	4,812,326	9/15/15
EXPRESS LUBE	US	86531305	2/11/15	4,821,963	9/29/15
PLUS					
EXPRESS LUBE	US	77821979	9/8/09	3,859,171	10/12/10

Trademark Release

**RECORDED: 04/24/2018**