

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harbinger Mezzanine Partners, L.P.		05/09/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Robbins Auto Top LLC		
Street Address:	321 Todd Court		
City:	Oxnard		
State/Country:	CALIFORNIA		
Postal Code:	93030		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1240184	ROBBINS	
Registration Number:	1654791	ROBBINS	
Registration Number:	1532913	ROBBINS FLEX-HINGE	
Registration Number:	1177996		
Registration Number:	1529622	SUN-FAST "G"	
Registration Number:	1526759	SUN-FAST	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	123609-103		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		

CH \$165.00 1240184

DATE SIGNED:	05/31/2018
Total Attachments: 3 source=Trademark Termination - Robbins Auto Top LLC#page1.tif source=Trademark Termination - Robbins Auto Top LLC#page2.tif source=Trademark Termination - Robbins Auto Top LLC#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 9, 2018 (“Release”), is made by Harbinger Mezzanine Partners, L.P., as collateral agent (“Collateral Agent”) in favor of Robbins Auto Top LLC, a California limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Security Agreement dated as of September 30, 2005 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Collateral Agent, and others party thereto, Grantor granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to Intellectual Property, including the foregoing listed on Schedule A attached hereto, and Proceeds of the foregoing (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on February 22, 2011 at Reel 4483 Frame 0673 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, Grantor’s right, title, and interest in and to all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

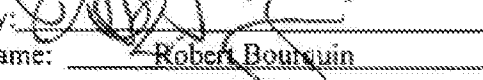
IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

HARBINGER MEZZANINE PARTNERS, L.P.,
a Delaware limited partnership

By: Harbinger Mezzanine GP, LLC,
its general partner

By: Harbinger Mezzanine Manager, Inc.,
its sole manager

By: 
Name: Robert Bourquin
Title: Vice President

Schedule A

**U.S. Trademarks Subject to Security Interest
Granted by Robbins Auto Top LLC
In Favor of Harbinger Mezzanine Partners, L.P., as Collateral Agent
Recorded February 22, 2011 at Reel 4483 Frame 0673**

Trademark Registrations

Mark	Reg. No.	Reg. Date
ROBBINS	1240184	05/31/83
ROBBINS and Design	1654791	08/27/91
ROBBINS FLEX-HINGE	1532913	04/04/89
Design only	1177996	11/17/81
SUN-FAST "G"	1529622	03/14/89
SUN-FAST	1526759	02/28/89