

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476192

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:	E-Z On Auto Tops, LLC		
Street Address:	1845 Woodall Rodgers Freeway		
Internal Address:	Suite 1600, LB-16		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4115083	EWP	
Registration Number:	4207503	SGR-MAXBOND	
Registration Number:	3601342	EZON	
Registration Number:	3597568	E-Z ON AUTO TOPS	
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/		
DATE SIGNED:	05/31/2018		

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Total Attachments: 3

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**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 E-Z On Auto Tops, LLC, a Delaware 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 September 11, 2014 at Reel 5361 Frame 0070 (“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 E-Z On Auto Tops, LLC
In Favor of Harbinger Mezzanine Partners, L.P., as Collateral Agent
Recorded September 11, 2014 at Reel 5361 Frame 0070**

Trademark Registrations

Mark	Reg. No.	Reg. Date
EWP	4115083	03/20/12
SGR-MAXBOND	4207503	09/11/12
EZON	3601342	04/07/09
E-Z ON AUTO TOPS	3597568	03/31/09