

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elm Park Capital Management, LLC, as Agent		03/30/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	KA Fleetone, Inc.		
Street Address:	1331 NORTH CALIFORNIA BLVD., SUITE 150		
City:	WALNUT CREEK		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2930952	KELLEY FLEET SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	DUSAN CLARK, ESQ.		
Address Line 1:	SIDLEY AUSTIN LLP		
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	49906-30110		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	04/02/2018		
Total Attachments: 3			
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EXECUTION VERSION

RELEASE TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) is made as of March 30, 2018 (“Effective Date”) by ELM PARK CAPITAL MANAGEMENT, LLC, as Agent for the Lender Group (the “Agent”), in favor of KA FLEETONE, INC., a Delaware corporation (the “Grantor”). All terms not herein defined, have the meanings set forth in the Credit Agreement or Security Agreement referenced below.

WHEREAS, Amerit Fleet Solutions Inc. (the “Borrower”), the Grantor, other loan parties thereto and the Agent are parties to that certain Credit Agreement dated as of December 22, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) executed in order to secure the prompt and complete payment, observance and performance of all of the obligations in accordance with the terms and conditions of the various loan documents;

WHEREAS, pursuant to the Credit Agreement, the Grantor was required to execute and deliver a Trademark Security Agreement dated as of December 22, 2014 (the “Security Agreement”) to the Agent for purposes of filing with the United States Patent and Trademark Office (“USPTO”);

WHEREAS, pursuant to the Credit Agreement and Security Agreement, the Grantor granted to the Agent on behalf of the Lender Group, among other Trademark Collateral as set forth therein, a continuing security interest in all of the Grantor’s right, title and interest, including goodwill in the trademarks, in, to and under the United States trademarks registrations and applications listed on the attached Schedule A (the “Trademarks”);

WHEREAS, the Security Agreement was recorded in the USPTO on December 22, 2014 at Reel/Frame 5425/0052; and

WHEREAS, the Agent wishes to release its security interest in the Trademark Collateral, including the Trademarks on Schedule A.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, releases and discharges any security interest in and lien upon the Trademark Collateral, including the Trademarks on Schedule A, and assigns, transfers, and conveys to the Grantor any and all right, title or interest in, or to, the Trademark Collateral that the Agent may hold.

Agent agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed, on behalf the Lender Group, by its duly authorized representative effective as of the Effective Date.

ELM PARK CAPITAL MANAGEMENT, LLC



Name: Mark Schachter

Title: Authorized Signatory

SCHEDULE A

Trademarks

Serial #:	75383322	Filing Dt:	03/12/2004	Reg #:	2930952	Reg. Dt:	03/08/2005
Mark:	KELLEY FLEET SERVICES						