

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel 5723/Frame 0191		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK		06/07/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	AUTOMOBILE PROTECTION CORPORATION-APCO		
Street Address:	6010 Atlantic Boulevard		
City:	Nocross		
State/Country:	GEORGIA		
Postal Code:	30071		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1403422	APCO AUTOMOBILE PROTECTION CORPORATION	
Registration Number:	1508560	EASY CARE	
Registration Number:	1645484	TOTAL CARE	
Registration Number:	2125471	EASY CARE CERTIFIED PRE-OWNED VEHICLES	
Registration Number:	2123625	SOMETHING YOU CAN COUNT ON ... AND MORE!	
Registration Number:	3660600	EASY CARE	
Registration Number:	3660601	EASY CARE	
Registration Number:	4209617	COVIDEO	
Registration Number:	4422641	AEGIS	
Registration Number:	4604408	PERFECT THE PATH TO THE PURCHASE	
Registration Number:	4698797	KEYCARE	
Registration Number:	4784792	THE 7TH PROFIT CENTER	
Registration Number:	4841099	POWERLIFE	
Registration Number:	5060794	PROTECTING WHAT MOVES YOU	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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>			

OP \$365.00 1403422

Phone: 7045032600
Email: vbantug@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S TRYON STREET
Address Line 2: SUITE 1700
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 52990.515016

NAME OF SUBMITTER: Vicky R. Bantug

SIGNATURE: /Vicky R. Bantug /

DATE SIGNED: 06/08/2018

Total Attachments: 4

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 7, 2018 (the "Release"), is made by SUNTRUST BANK, as Administrative Agent ("Administrative Agent"), under that certain Intellectual Property Security Agreement, made as of January 29, 2016, by AUTOMOBILE PROTECTION CORPORATION – APCO, GWC WARRANTY CORPORATION, THE AEGIS GROUP, INC. (each a "Grantor" and collectively, the "Grantors"), in favor of the Administrative Agent (as amended, supplemented or modified and in effect from time to time, the "IP Security Agreement").

WHEREAS, pursuant to that certain Security Agreement, dated as of January 29, 2016 (the "Security Agreement"), the Grantors granted to the Administrative Agent a security interest in, among other property, certain intellectual property of the Grantors, including the Collateral (as defined below);

WHEREAS, pursuant to that IP Security Agreement, Grantors, by reference to the Security Agreement, reaffirmed their intent to grant a security interest in the Collateral;

WHEREAS, an executed copy of the Security Agreement was recorded with the United States Patent and Trademark Office on January 29, 2016 at Reel 5723, Frame 0191; and

WHEREAS, the Administrative Agent has agreed to terminate and release the entirety of its security interests, including, without limitation, its security interests in the "Collateral" (as defined below).

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the terms and conditions set forth in the Security Agreement, the receipt and adequacy of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Definitions. The term "Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind an nature as of the date hereof in the in the Patents, Trademarks, Copyrights, Computer Software, Trade Secrets, including without limitation, the Patents, Trademarks, Copyrights, Computer Software, Trade Secrets identified on Schedule I attached hereto. Unless otherwise defined herein, capitalized terms defined in the IP Security Agreement and the Security Agreement and used herein have the meaning given to them in the IP Security Agreement and the Security Agreement.
2. Release. The Administrative Agent hereby releases, discharges, terminates and cancels its security interest under the IP Security Agreement, including, without limitation, its security interest in the Collateral, and any right, title, or interest of the Administrative Agent in such Collateral shall hereby cease and become void.
3. Termination. The Administrative Agent, on behalf of itself and the Secured Parties, terminates and cancels the IP Security Agreement.
4. Further Assurances. The Administrative Agent agrees to take (and hereby authorizes each Grantor (and their respective designees and counsel) to take) all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments provided to it), reasonably requested by the Grantors, at the Grantors' sole cost and expense, necessary to more fully and effectively effectuate the purposes of this Release.
5. Authorization to File. The Administrative Agent hereby authorizes and requests that the United

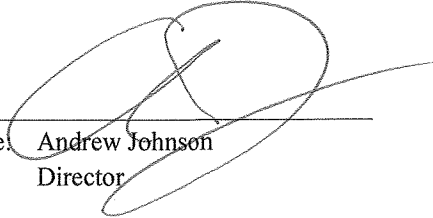
States Patent and Trademark Office and the United States Copyright Office note and record the existence of the release hereby given

6. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

SUNTRUST BANK, as Administrative Agent

By: 
Name: Andrew Johnson
Title: Director

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006349 FRAME: 0720

Schedule I
Trademarks

Serial No.	Registration No.	Registrant	Mark
73563305	1403422	AUTOMOBILE PROTECTION CORPORATION-APCO	APCO AUTOMOBILE PROTECTION CORPORATION
73687159	1508560	AUTOMOBILE PROTECTION CORPORATION-APCO	EASY CARE
74008443	1645484	AUTOMOBILE PROTECTION CORPORATION	TOTAL CARE
75212549	2125471	Automobile Protection Corporation - APCO	EASY CARE CERTIFIED PRE-OWNED VEHICLES
75212551	2123625	Automobile Protection Corporation - APCO	SOMETHING YOU CAN COUNT ON ... AND MORE!
77649359	3660600	Automobile Protection Corporation - APCO	EASY CARE
77649362	3660601	Automobile Protection Corporation - APCO	EASY CARE
85541372	4209617	Automobile Protection Corporation-APCO	COVIDEO
85594894	4422641	Automobile Protection Corporation-APCO	AEGIS
86071458	4604408	Automobile Protection Corporation-APCO	PERFECT THE PATH TO THE PURCHASE
86301565	4698797	Automobile Protection Corporation - APCO	KEYCARE
86436831	4784792	Automobile Protection Corporation -APCO	THE 7TH PROFIT CENTER
86568130	4841099	Automobile Protection Corporation - APCO	POWERLIFE
86748258	5060794	Automobile Protection Corporation -APCO	PROTECTING WHAT MOVES YOU

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