# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM502375

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (6423/0656)	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		12/14/2018	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Sonsio, LLC	
Street Address:	5630 Ward Road	
City:	Arvada	
State/Country:	COLORADO	
Postal Code:	80002	
Entity Type:	Limited Liability Company: COLORADO	

### **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark	
Registration Number:	4271307	SONSIO	
Registration Number:	4216571	SONSIO	
Registration Number:	4278704	MYTIREEXPERT	
Registration Number:	4278703	MYAUTOEXPERT	
Registration Number:	4272116	GRIP	
Registration Number:	4272119	DEFEND	
Registration Number:	4341243	MYAUTOEXPERT	
Registration Number:	4374871	TOYOURRESCUE	
Registration Number:	4340208	COMPLETE ROAD HAZARD	
Registration Number:	4544436	MY CARSULTANT	
Registration Number:	4494967	REPAIR GUARD	
Serial Number:	87933556	HERO TIRE & WHEEL PROTECTION	
Serial Number:	87933498	REV	
Serial Number:	87933513	TIRE & WHEEL SHIELD	

### **CORRESPONDENCE DATA**

**Fax Number:** 2124552502

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.

TRADEMARK

REEL: 006502 FRAME: 0107 900478137

Phone: 2124553605
Email: jmull@stblaw.com
Correspondent Name: Genevieve Dorment
Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2179

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 12/17/2018

**Total Attachments: 4** 

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# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Termination and Release") dated as of December 14, 2018, is made by JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent"), for the Secured Parties, party to the Credit Agreement, dated as of December 22, 2014, among the Borrower, the Lenders and other entities from time to time parties to the Credit Agreement and the Collateral Agent (as amended by that certain First Amendment, dated as of October 27, 2016, that certain Second Amendment, dated as of December 14, 2017 and that certain Third Amendment, dated as of May 30, 2018, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), in favor of SONSIO, LLC (the "Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement, the Security Agreement (as defined below) or the IP Security Agreement (as defined below), as the case may be.

### WITNESSETH:

WHEREAS, reference is made to that certain (i) Security Agreement Joinder, dated as of August 24, 2018, by and among the Grantor, the other New Subsidiaries (as defined therein) party thereto and the Collateral Agent Agent and (ii) that Pledge and Security Agreement, dated as of December 22, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement");

WHEREAS, pursuant to that certain Intellectual Property Security Agreement Supplement dated as of August 24, 2018, among the Collateral Agent and Grantor (the "IP Security Agreement Supplement"), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the security interest to the Collateral Agent in and to all of Grantor's right, title and interest in the Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto and all proceeds of the foregoing, in each case to the extent the foregoing items constitute Collateral, and other IP Collateral (collectively, the "Released Collateral");

WHEREAS, the IP Security Agreement Supplement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 28, 2018 at Reel 6423 and Frame 0656; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Released Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

- 1. <u>Termination and Release of Security Interest</u>. The Collateral Agent hereby terminates, releases, terminates, cancels and discharges, without recourse, representation or warranty, in its entirety its security interest in the Released Collateral, and re-assigns, re-transfers and re-conveys to the Grantor, any and all right, title or interest the Collateral Agent may have in such Released Collateral. The Collateral Agent hereby terminates the IP Security Agreement Supplement.
- 2. <u>Further Assurances</u>. Collateral Agent agrees to take all further actions, and provide to the Grantor, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Termination and Release. Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Termination and Release.
- 3. <u>Governing Law</u>. This Termination and Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

88

Name:

Title:

[Signature Page to Release of Trademarks]

# **SCHEDULE I**

# **TRADEMARKS**

REGISTRANT	REGISTRATION NO.	REGISTRATION DATE	MARK
Sonsio, LLC	4,271,307	1/8/2013	SONSIO
Sonsio, LLC	4,216,571	10/2/2012	Sonsio Logo
Sonsio, LLC	4,278,704	1/22/2013	MY TIRE EXPERT
Sonsio, LLC	4,278,703	1/22/2013	MY AUTO EXPERT
Sonsio, LLC	4,272,116	1/8/2013	GRIP
Sonsio, LLC	4,272,119	1/8/2013	DEFEND
Sonsio, LLC	4,341,243	5/28/2013	MY AUTO EXPERT
Sonsio, LLC	4,374,871	7/30/2013	TOYOURRESCUE
Sonsio, LLC	4,340,208	5/21/2013	COMPLETE ROAD HAZARD
Sonsio, LLC	4,544,436	6/3/2014	MY CARSULTANT
Sonsio, LLC	4,494,967	3/11/2014	REPAIR GUARD

# TRADEMARK APPLICATIONS

REGISTRANT	APPLICATION NO.	APPLICATION DATE	MARK
Sonsio, LLC	87933556	5/23/2018	Hero Tire & Wheel Protection
Sonsio, LLC	87933498	5/23/2018	REV
Sonsio, LLC	87933513	5/23/2018	Tire & Wheel Shield

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**RECORDED: 12/17/2018**