

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of First Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/19/2018	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	FleetPride, Inc.		
Street Address:	8401 New Trails Drive		
Internal Address:	Suite 150		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77381		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2682136	FLEETPRIDE	
Registration Number:	2992713	FLEETPRIDE HEAVY DUTY EXPERTS	
Registration Number:	3133482	WORLDWIDE HEAVY DUTY POWER PRODUCTS	
Registration Number:	3246242	TORQUE TECHNOLOGY	
Registration Number:	3291296	PRO-KLEEN	
Registration Number:	3311988	OTR	
Registration Number:	3521775	PBC PRIMA BRAKE COMPONENTS	
Registration Number:	3522744	PRIMATRONICS	
Registration Number:	3545435	VANTAGEPOWER	
Registration Number:	3612769	TORQUE TECHNOLOGY	
Registration Number:	3668390	WE LIVE AND BREATHE HEAVY DUTY	
Registration Number:	3668420	COUNT ON US	
Registration Number:	3668445	FLEETCARE TRUCK SERVICE CENTER	
Registration Number:	3683554	PRIMAPOWER	
Registration Number:	3795986	PRIMATECH	
Registration Number:	4127809	FLEETPRIDE TRUCK & TRAILER PARTS	
CORRESPONDENCE DATA			

OP \$415.00 2682136

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	12/20/2018
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Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 19, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other Release of First Lien Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FleetPride, Inc.

Street Address: 8401 New Trails Drive, Suite 150

City: The Woodlands

State: TX

Country: USA Zip: 77381

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship USA-AL
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

December 19, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of December 19, 2018 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as the Agent (as defined in the Security Agreement referred to below), in favor of FleetPride, Inc. (the “Grantor”).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of November 19, 2012, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as collateral agent, a security interest in and to certain collateral (including the Trademark Collateral set forth on Schedule I attached hereto);

WHEREAS, pursuant to the Security Agreement, (i) the Grantor executed and delivered for recordal with the United States Patent and Trademark Office a First Lien Trademark Security Agreement, dated as of November 19, 2012 (as amended, amended and restated, or otherwise modified from time to time, the “Trademark Security Agreement”) and (ii) the Agent executed and delivered for recordal with the United States Patent and Trademark Office a First Lien Notice of Succession of Agency (the “Succession Notice”), dated as of April 5, 2018, in respect of the Trademark Security Agreement; and

WHEREAS, (i) the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 21, 2012 at Reel/Frame 4905/0136 and (ii) the Succession Notice was recorded with the United States Patent and Trademark Office on April 6, 2018 at Reel/Frame 6308/0610;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademarks registrations set forth on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its 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), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

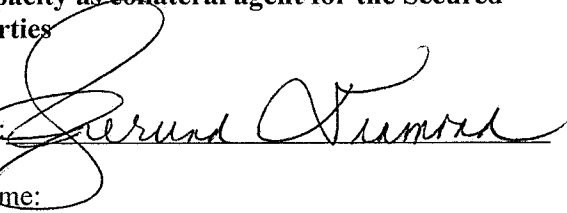
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its
capacity as collateral agent for the Secured
Parties**

By:



Name:

Gerund Diamond

Title: **Vice President**

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS
(FIRST LIEN)

UNITED STATES TRADEMARK REGISTRATIONS

	Owner	Trademark	Registration No.
1.	FleetPride, Inc.	FLEETPRIDE	2,682,136
2.	FleetPride, Inc.	FLEETPRIDE HEAVY DUTY EXPERTS	2,992,713
3.	FleetPride, Inc.	WORLDWIDE HEAVY DUTY POWER PRODUCTS & DESIGN	3,133,482
4.	FleetPride, Inc.	TORQUE TECHNOLOGY	3,246,242
5.	FleetPride, Inc.	PRO-KLEEN	3,291,296
6.	FleetPride, Inc.	OTR	3,311,988
7.	FleetPride, Inc.	PBC PRIMA BRAKE COMPONENTS	3,521,775
8.	FleetPride, Inc.	PRIMATRONICS	3,522,744
9.	FleetPride, Inc.	VANTAGEPOWER	3,545,435
10.	FleetPride, Inc.	TORQUE TECHNOLOGY & DESIGN	3,612,769
11.	FleetPride, Inc.	WE LIVE AND BREATHE HEAVY DUTY	3,668,390
12.	FleetPride, Inc.	COUNT ON US	3,668,420
13.	FleetPride, Inc.	FLEETCARE TRUCK SERVICE CENTER & DESIGN	3,668,445
14.	FleetPride, Inc.	PRIMAPOWER	3,683,554
15.	FleetPride, Inc.	PRIMATECH	3,795,986
16.	FleetPride, Inc.	FLEETPRIDE TRUCK & TRAILER PARTS & DESIGN	4,127,809