

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502861

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

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

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
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<b>SIGNATURE:</b>	/Elaine Carrera/
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<b>DATE SIGNED:</b>	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)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

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
- Security Agreement
- Other Release of Second Lien Security Interest
- Merger
- Change of Name

**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 (SECOND 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 Second 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 Second 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 Second 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 27, 2012 at Reel/Frame 4907/0061 and (ii) the Succession Notice was recorded with the United States Patent and Trademark Office on April 9, 2018 at Reel/Frame 6309/0515;

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

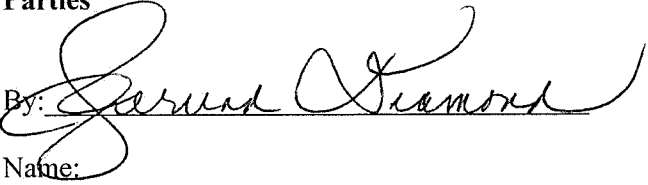
1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby 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**  
**(SECOND LIEN)**

UNITED STATES TRADEMARK REGISTRATIONS

	<b>Owner</b>	<b>Trademark</b>	<b>Registration No.</b>
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