

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509040

| | | | |
|---|----------------------------------|--------------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release (Reel 5364 / Frame 0199) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A. | | 02/05/2019 | Bank: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | ABRA Automotive Systems, Inc. | | |
| Street Address: | 7225 Northland Drive, Suite 210 | | |
| City: | Brooklyn Park | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55428 | | |
| Entity Type: | Corporation: MINNESOTA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2677946 | ABRA | |
| Registration Number: | 2677947 | ABRA | |
| Registration Number: | 1371738 | ABRA | |
| Registration Number: | 4108932 | RIGHT THE FIRST TIME, ON TIME. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.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: | Doris Ka | | |
| SIGNATURE: | /Doris Ka/ | | |
| DATE SIGNED: | 02/07/2019 | | |
| Total Attachments: 4 | | | |
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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 Bank
- 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) February 5, 2019

- Assignment
- Security Agreement
- Other Release (Reel 5364 / Frame 0199)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: _ABRA Automotive Systems, Inc.

Street Address: 7225 Northland Drive, Suite 210

City: Brooklyn Park

State: MN

Country: USA Zip: MN 55428

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

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 _____

B. Trademark Registration No.(s) _____

see attached Schedule A

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: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.803 (1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

4

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:


Signature

February 6, 2019

Date

Doris Ka

Name of Person Signing

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

4

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

TRADEMARK
REEL: 006553 FRAME: 0554

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of February 5, 2019 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of the Grantor (as defined below).

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of September 17, 2014, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented 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;

WHEREAS, pursuant to the Security Agreement, Abra Automotive Systems, Inc. (the "Grantor") executed and delivered a Trademark Security Agreement, dated as of September 17, 2014 (the "First Lien Trademark Security Agreement"), which was recorded at the United States Patent and Trademark Office on September 17, 2014 at Reel/Frame 5364/0199;

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 First Lien 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 registrations and applications set forth on Schedule A attached hereto (the "Released Trademark Collateral"), arising under the Security Agreement and the First Lien Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Security Agreement or the First Lien 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 each applicable Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the First Lien Trademark Security Agreement.

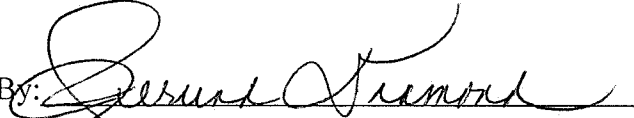
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively by 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**

By: 

Name: **Gerund Diamond**

Vice President

Title:

Schedule A

UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

| Trademark | App. No. | Trademark No. | Owner |
|---------------------------------------|-----------------|----------------------|--------------------------------------|
| ABRA | 76402681 | 2677946 | ABRA Automotive Systems, Inc. |
| ABRA | 76402682 | 2677947 | ABRA Automotive Systems, Inc. |
| ABRA | 73538649 | 1371738 | ABRA Automotive Systems, Inc. |
| Right the First Time, On Time. | 85428358 | 4108932 | ABRA Automotive Systems, Inc. |