

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502714

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (5436/0805)

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:	LG DT Merger Sub, LLC
Street Address:	7012 Euclid Avenue
City:	Cleveland
State/Country:	OHIO
Postal Code:	44103
Entity Type:	Limited Liability Company: DELAWARE
Name:	Dealer Tire, LLC
Street Address:	7012 Euclid Avenue
City:	Cleveland
State/Country:	OHIO
Postal Code:	44103
Entity Type:	Limited Liability Company: DELAWARE
Name:	LG DT Holdings Merger Sub, LLC
Street Address:	7012 Euclid Avenue
City:	Cleveland
State/Country:	OHIO
Postal Code:	44103
Entity Type:	Limited Liability Company: DELAWARE
Name:	Dealer Tire Holdings, LLC
Street Address:	7012 Euclid Avenue
City:	Cleveland
State/Country:	OHIO
Postal Code:	44103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3128731	POINTS PLUS
Registration Number:	3081809	POINTS PLUS
Registration Number:	3094908	TIRE OPPORTUNITY BUSINESS PLAN
Registration Number:	3607282	DYNAMIC RETAIL SELLING GUIDE
Registration Number:	3463360	TIRECAST
Registration Number:	2668011	DEALER TIRE
Registration Number:	2506786	DISCOVER THE POWER OF A LOYAL CUSTOMER
Registration Number:	3093482	DEALERTIRE.COM
Registration Number:	4117159	DRIVE REWARD\$
Registration Number:	4317274	OUR REPUTATION KEEPS YOU ROLLING
Registration Number:	4486449	RIGHTTURN
Registration Number:	4482690	RIGHTTURN
Registration Number:	4565449	
Registration Number:	4433633	TIRECOACH
Registration Number:	4433595	THE RIGHT LANE
Serial Number:	85345707	DYNAMICREPAIRANSWERS
Serial Number:	85345725	DYNAMICSERVICESENSE
Serial Number:	85473844	RIGHTTURN
Serial Number:	85527449	RIGHTTURN
Serial Number:	85527446	
Serial Number:	85698610	THE SMARTEST WAY TO BUY TIRES
Serial Number:	86142857	TIRE PORTER
Serial Number:	86261431	TIRE PORTER TIRE STORAGE SOLUTION
Serial Number:	86374730	TIRE TRIGGER
Serial Number:	86464067	TIRE SIDE CHAT

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.

Phone: 2124553605

Email: jnull@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: 12/19/2018

Total Attachments: 5

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (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 LG DT MERGER SUB, LLC, which merged with and into DEALER TIRE, LLC, and LG DT HOLDINGS MERGER SUB, LLC, which merged with and into DEALER TIRE HOLDINGS, LLC (each a “Grantor” and, collectively, the “Grantors”). 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 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”), among the Loan Parties party thereto and the Collateral Agent;

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of December 22, 2014, among the Collateral Agent and Grantors (the “IP Security Agreement”), Grantors, by reference to the Security Agreement, reaffirmed their intent to grant the security interest to the Collateral Agent in and to all of Grantors’ 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 was recorded in the Trademark Division of the United States Patent and Trademark Office on January 8, 2015 at Reel 5436 and Frame 0805; 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. Termination and Release of Security Interest. 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 Grantors, 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.

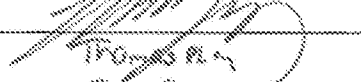
2. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantors, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' 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. Governing Law. 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]

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.

By: 
Name: Thomas
Title: Exec Director

[Signature Page to Release of Trademarks]

SCHEDULE I

TRADEMARKS

REGISTRANT	REGISTRATION NO.	REGISTRATION DATE	MARK
Dealer Tire, LLC	3128731	8/15/2006	POINTS PLUS & Design
Dealer Tire, LLC	3081809	4/18/2006	POINTS PLUS
Dealer Tire, LLC	3094908	5/23/2006	TIRE OPPORTUNITY BUSINESS PLAN
Dealer Tire, LLC	3607282	4/14/2009	DYNAMIC RETAIL SELLING GUIDE
Dealer Tire, LLC	3463360	7/8/2008	TIRECAST
Dealer Tire, LLC	2668011	12/31/2002	DEALER TIRE & Design
Dealer Tire, LLC	2506786	11/13/2001	DISCOVER THE POWER OF A LOYAL CUSTOMER
Dealer Tire, LLC	3093482	5/16/2006	DEALERTIRE.COM
Dealer Tire, LLC	4117159	3/27/2012	DRIVE REWARDS
Dealer Tire, LLC	4317274	4/9/2013	OUR REPUTATION KEEPS YOU ROLLING
Dealer Tire, LLC	4486449	2/18/2014	RIGHTTURN & Design
Dealer Tire, LLC	4482690	2/11/2014	RIGHTTURN
Dealer Tire, LLC	4565449	7/8/2014	RIGHTTURN Logo
Dealer Tire, LLC	4433633	11/12/2013	TIRECOACH
Dealer Tire, LLC	4433595	11/12/2013	THE RIGHT LANE

TRADEMARK APPLICATIONS

REGISTRANT	APPLICATION NO.	APPLICATION DATE	MARK
Dealer Tire, LLC	85/345,707	6/14/2011	DYNAMICREPAIRANS WERS
Dealer Tire, LLC	85/345,725	6/14/2011	DYNAMICSERVICESENSE

Dealer Tire, LLC	85/473,844	11/16/2011	RIGHTTURN
Dealer Tire, LLC	85/527,449	1/27/2012	RIGHTTURN & Design
Dealer Tire, LLC	85/527,446	1/27/2012	RIGHTTURN Logo
Dealer Tire, LLC	85/698,610	8/8/2012	THE SMARTEST WAY TO BUY TIRES
Dealer Tire, LLC	86/142,857	12/13/2013	TIRE PORTER
Dealer Tire, LLC	86/261,431	4/24/2014	TIRE PORTER TIRE STORAGE SOLUTION Logo
Dealer Tire, LLC	86/374,730	8/22/2014	TIRE TRIGGER
Dealer Tire, LLC	86/464,067	11/25/2014	TIRE SIDE CHAT