

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519515

| | | | |
|---|-------------------------------------|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BSP Agency, LLC | | 04/17/2019 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. Auto Sales, Inc. | | |
| Street Address: | 1855 Satellite Blvd. | | |
| Internal Address: | Suite 100 | | |
| City: | Duluth | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30097 | | |
| Entity Type: | Corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4930612 | U.S. AUTO SALES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4124545060 | | |
| <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: | (412) 454-5000 | | |
| Email: | docketingpgh@pepperlaw.com | | |
| Correspondent Name: | PEPPER HAMILTON LLP | | |
| Address Line 1: | 501 GRANT STREET | | |
| Address Line 2: | SUITE 300 | | |
| Address Line 4: | PITTSBURGH, PENNSYLVANIA 15129-4429 | | |
| NAME OF SUBMITTER: | Charles J. Vrscak, Jr. | | |
| SIGNATURE: | /Charles J. Vrscak, Jr./ | | |
| DATE SIGNED: | 04/17/2019 | | |
| Total Attachments: 3 | | | |
| source=CHAR2_2137286_v1IP_Termination_and_Release_of_Security_Interest_USA2#page1.tif | | | |
| source=CHAR2_2137286_v1IP_Termination_and_Release_of_Security_Interest_USA2#page2.tif | | | |
| source=CHAR2_2137286_v1IP_Termination_and_Release_of_Security_Interest_USA2#page3.tif | | | |

OP \$40.00 4930612

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 17, 2019 (“Release”), is made by BSP Agency, LLC, as Successor Agent to Business Development Corporation of America, as Administrative Agent (“Successor Agent”) in favor of U.S. Auto Sales, Inc., a Georgia corporation (“Grantor”).

WHEREAS, pursuant to that certain Commercial Security and Pledge Agreement dated as of June 12, 2015 (as amended, modified, extended, supplemented or restated from time to time, the “Security Agreement”) by and among the Grantor, Business Development Corporation of America, as Administrative Agent, and others party thereto, Grantor granted to Business Development Corporation of America, as Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, “Trademark Collateral”);

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Business Development Corporation of America, as Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Intellectual Property recorded at the United States Patent and Trademark Office (“USPTO”) on June 12, 2015 at Reel 5550 Frame 0798 (“Notice”); and

WHEREAS, pursuant to the Notice of Succession of Agency (Intellectual Property) dated as of March 1, 2018 and recorded at the USPTO on May 17, 2018 at Reel 6394 Frame 0201 (“Security Interest Assignment”), Business Development Corporation of America, as Administrative Agent resigned and was replaced by Successor Agent and the security interest in the Trademark Collateral was transferred to the Successor Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Successor Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement, Notice, or Security Interest Assignment, as applicable.

SECTION 2. Termination and Release. Successor Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, Grantor’s right, title, and interest in and to all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement, Notice, or Security Interest Assignment; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the state of New York.

IN WITNESS WHEREOF, the Successor Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Successor Agent:

BSP Agency, LLC

By: Benefit Street Partners, LLC, its sole
Member

By: _____

Name: Ira Wishe

Title: COO, Private Debt

Schedule A

**U.S. Auto Sales, Inc.
(Georgia Corporation)**

**U.S. Trademark Subject to Security Interest
Granted by U.S. Auto Sales, Inc.
In Favor of Business Development Corporation of America, as Administrative Agent
Recorded June 12, 2015 at Reel 5550 Frame 0798
Security Interest Assignment In Favor of BSP Agency, LLC, as Successor Agent
Recorded May 17, 2018 at Reel 6394 Frame 0201**

Trademark Registration

| Mark | Reg. No. | Reg. Date |
|-----------------|-----------------|------------------|
| U.S. AUTO SALES | 4930612 | 04/05/16 |