

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523988

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK N.A.		05/16/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	RING & PINION SERVICE INC.
Street Address:	10411 Airport Rd. SE
City:	Everett
State/Country:	WASHINGTON
Postal Code:	98204
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4107051	DIFF WIZARD
Registration Number:	4260420	DIFF WIZARD
Registration Number:	4391751	DIFF WIZARD
Registration Number:	3716871	GRIZZLY LOCKER
Registration Number:	2578732	
Registration Number:	2563743	RANDY'S RING & PINION
Registration Number:	3726559	SPARTAN LOCKER
Registration Number:	3874772	SPIN FREE
Registration Number:	3658689	SUPER JOINT
Registration Number:	4070479	ULTIMATE 88
Registration Number:	3300352	USA STANDARD GEAR
Registration Number:	4678007	USA STANDARD GEAR
Registration Number:	3039512	VALUE GEAR
Registration Number:	3957696	Y
Registration Number:	3887222	YG
Registration Number:	3873722	YUKON BEAR TRAC
Registration Number:	3386692	YUKON DURA GRIP
Registration Number:	3801018	YUKON GEAR & AXLE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3796850	YUKON HARDCORE
Registration Number:	4373434	YUKON HARDCORE
Registration Number:	3861901	YUKON MIGHTY SEAL
Registration Number:	2949622	YUKON ULTIMATE 35 AXLE KIT
Registration Number:	3669761	ZIP LOCKER
Registration Number:	4663837	YUKON LAUNCH
Registration Number:	4749533	R RANDYS

CORRESPONDENCE DATA

Fax Number: 4155911400

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.

Email: trademarksSF@winston.com

Correspondent Name: Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111-5840

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/

DATE SIGNED: 05/17/2019

Total Attachments: 8

- source=BMO - Ring & Pinion Release of Trademark Security Agreement (EXECUTED)#page1.tif
- source=BMO - Ring & Pinion Release of Trademark Security Agreement (EXECUTED)#page2.tif
- source=BMO - Ring & Pinion Release of Trademark Security Agreement (EXECUTED)#page3.tif
- source=BMO - Ring & Pinion Release of Trademark Security Agreement (EXECUTED)#page4.tif
- source=BMO - Ring & Pinion Release of Trademark Security Agreement (EXECUTED)#page5.tif
- source=BMO - Ring & Pinion Release of Trademark Security Agreement (EXECUTED)#page6.tif
- source=BMO - Ring & Pinion Release of Trademark Security Agreement (EXECUTED)#page7.tif
- source=BMO - Ring & Pinion Release of Trademark Security Agreement (EXECUTED)#page8.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of May 16, 2019, is made by **BMO HARRIS BANK N.A.**, in its capacity as administrative agent for the Lender Parties (as defined in the Security Agreement) (in such capacity, together with its successors and assigns in such capacity, "Grantee") in favor of Grantors (as defined below).

WHEREAS, **RING & PINION SERVICE INC.** ("Grantor"), is a party to (i) that certain Pledge and Security Agreement, dated as of May 12, 2015 (the "Security Agreement"), by and among Grantor, the other grantors party thereto and Grantee, and (ii) that certain Grant of a Security Interest - Trademarks, dated as of May 12, 2015 (the "Trademark Security Agreement"), by Grantor in favor of Grantee; capitalized terms used but not defined herein will have the meaning given to them in the Security Agreement;

WHEREAS, the Security Agreement and Trademark Security Agreement granted to Grantee for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, including those listed on Schedule I hereto, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on October 5, 2015 at Reel 5638 Frame 0210; and

WHEREAS, Grantee desires to release its rights and security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Release. Grantee hereby (i) fully and finally releases, discharges, and terminates, and reassigns to Grantor, without representation or warranty of any kind, (a) its security interest, continuing lien and other rights in, to and under Intellectual Property, including the goodwill of the business symbolized by the Trademarks, and (b) any and all other rights it may have under the Security Agreement or the Trademark Security Agreement, (ii) agrees that it shall, at the expense of Grantor, execute all other documents and do all other acts reasonably necessary to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings reasonably necessary to evidence release and termination of its rights under the Security Agreement or the Trademark Security Agreement with respect to the Trademarks.

2. Counterparts. This Release may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Release by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Release.

3. Governing Law. This Release shall be governed by, and construed in accordance with, the law of the State of Illinois.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed as of the day and year first above written.

BMO HARRIS BANK N.A.

By: Pauline Christopher

Name: Pauline Christopher

Title: Managing Director

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 006647 FRAME: 0805

SCHEDULE I

Trademark Registrations and Applications

<p>DIFF WIZARD</p>	<p><u>U.S. Reg. No. 4,107,051 - RRPI-2-1026</u> Aff. Of Use Due 2/28/2018. Renewal Due 2/28/2022 <u>Australia Reg. No. 1,465,505 - RRPI-12-1021</u> Renewal Due 12/15/2021 <u>Canada Reg. No. 847,807 - RRPI-12-1022</u> Renewal Due 4/8/2028 <u>Mexico Reg. No. 1315491 - RRPI-12-1023</u> Renewal Due 12/16/2021</p>
	<p><u>U.S. Reg. No. 4,260,420 - RRPI-2-1028</u> Aff. Of Use Due 12/18/2018. Renewal Due 12/18/2022 <u>Australia Reg. No. 1,503,317 - RRPI-12-1024</u> Renewal Due 7/19/2022 <u>Canada Reg. No. TMA890054 - RRPI-12-1025</u> Renewal Due 11/14/2029</p>
	<p><u>U.S. Reg. No. 4,391,751 - RRPI-2-1030</u> Aff. Of Use Due 8/27/2019 Renewal Due 8/27/2023. <u>Australia Reg. No. 1,565,626 - RRPI-12-1031</u> Renewal Due 6/28/2023 <u>Canada App. No. 1,633,522 - RRPI-12-1032</u> Pending <u>Mexico Reg. No. 1411548- RRPI-12-1033</u> Renewal Due 6/28/2023</p>
<p>GRIZZLY LOCKER</p>	<p><u>U.S. Reg. No. 3,716,871 - RRPI-2-1016</u> Aff. Of Use Due 11/24/2015. Renewal Due 11/24/2019 <u>Mexico Reg. No. 1115874 - RRPI-12-1013</u> Renewal Due 7/20/2019</p>

	<p><u>U.S. Reg. No. 2,578,732 - RRPI-2-1009</u> Renewal Due 6/11/2022</p>
<p>RANDY'S RING & PINION</p> 	<p><u>U.S. Reg. No. 2,563,743 - RRPI-2-1008</u> Renewal Due 4/23/2022</p>
<p>SPARTAN LOCKER</p>	<p><u>U.S. Reg. No. 3,726,559 - RRPI-2-1014</u> Aff. Of Use Due 12/15/2015. Renewal Due 12/15/2019 <u>Canada Reg. No. 781,636 - RRPI-12-1003</u> Renewal Due 11/4/2025 <u>Australia Reg. No. 1309175 - RRPI-12-1008</u> Renewal Due 7/13/2019</p>
<p>SPIN FREE</p>	<p><u>U.S. Reg. No. 3,874,772 - RRPI-2-1020</u> Aff. Of Use Due 11/9/2016. Renewal Due 11/9/2020 <u>Canada Reg. No. 804,746 - RRPI-12-1015</u> Renewal Due 8/18/2026</p>
<p>SUPER JOINT</p>	<p><u>U.S. Reg. No. 3,658,689 - RRPI-2-1002</u> Aff. Of Use Due 7/21/2015. Renewal Due 7/21/2019</p>
<p>ULTIMATE 88</p>	<p><u>U.S. Reg. No. 4,070,479 - RRPI-2-1023</u> Aff. Of Use Due 12/13/2017. Renewal Due 12/13/2021 <u>Mexico Reg. No. 1275969 - RRPI-12-1020</u> Renewal Due 10/24/2021</p>

USA STANDARD GEAR	<p><u>U.S. Reg. No. 3,300,352 - RRPI-2-1006</u> Renewal Due 9/25/2017</p> <p><u>U.S. Reg. No. 4,678,007 – RRPI-2-1031</u> Aff. Of Use Due 1/27/2021. Renewal Due 1/27/2025</p> <p><u>Australia App. No. 1,619,149 – RRPI-12-1034</u> Response to Office Action Due 9/24/2015</p> <p><u>Canada App. No. 1,676,697 – RRPI-12-1035</u> Response to Office Action Due 6/22/2015</p> <p><u>Mexico App No. 1,478,492 – RRPI-12-1036</u> Pending</p>
VALUE GEAR	<p><u>U.S. Reg. No. 3,039,512 - RRPI-2-1007</u> Renewal Due 1/10/2016</p>
Y	<p><u>U.S. Reg. No. 3,957,696 - RRPI-2-1022</u> Aff. Of Use Due 5/10/2017. Renewal Due 5/10/2021</p> <p><u>Canada App. No. 1,518,083 - RRPI-12-1017</u> Pending</p>
YG	<p><u>U.S. Reg. No. 3,887,222 - RRPI-2-1013</u> Aff. Of Use Due 12/7/2016. Renewal Due 12/7/2020</p>
YUKON BEAR TRAC	<p><u>U.S. Reg. No. 3,873,722 - RRPI-2-1003</u> Aff. Of Use Due 11/9/2016. Renewal Due 11/9/2020</p> <p><u>Canada Reg. No. TMA869286 - RRPI-12-1002</u> Renewal Due 1/17/2029</p> <p><u>Australia Reg. No. 1309180 - RRPI-12-1007</u> Renewal Due 7/13/2019</p>
YUKON DURA GRIP	<p><u>U.S. Reg. No. 3,386,692 - RRPI-2-1011</u> Renewal Due 2/19/2018</p>
	<p><u>U.S. Reg. No. 3,801,018 - RRPI-2-1017</u> Aff. Of Use Due 6/8/2016. Renewal Due 6/8/2020</p> <p><u>Canada Reg. No. TMA873,315 - RRPI-12-1005</u> Renewal Due 3/14/2029</p> <p><u>Australia Reg. No. 1309176 - RRPI-12-1010</u> Renewal Due 7/13/2019</p>

<p>YUKON HARDCORE</p>	<p><u>U.S. Reg. No. 3,796,850 - RRPI-2-1015</u> Aff. Of Use Due 6/1/2016. Renewal Due 6/1/2020. <u>U.S. Reg. No. 4,373,434 - RRPI-2-1029</u> Aff. Of Use Due 7/23/2019. Renewal Due 7/23/2023. <u>Canada Reg. No. TMA894170 - RRPI-12-1027</u> Renewal Due 1/16/2030 <u>Australia Reg. No. 1520808 - RRPI-12-1028</u> Renewal Due 10/18/2022</p>
<p>YUKON MIGHTY SEAL</p>	<p><u>U.S. Reg. No. 3,861,901 - RRPI-2-1019</u> Aff. Of Use Due 10/12/2016. Renewal Due 10/12/2020</p>
<p>YUKON ULTIMATE 35 AXLE KIT</p>	<p><u>U.S. Reg. No. 2,949,622 - RRPI-2-1012</u> Renewal Due 5/10/2015</p>
	<p><u>Australia Reg. No. 1502322 - RRPI-12-1026</u> Renewal Due 7/16/2022</p>
<p>ZIP LOCKER</p>	<p><u>U.S. Reg. No. 3,669,761 - RRPI-2-1001</u> Aff. Of Use Due 8/18/2015. Renewal Due 8/18/2019 <u>Canada Reg. No. 792,221 - RRPI-12-1001</u> Renewal Due 3/7/2026 <u>Australia Reg. No. 1309181 - RRPI-12-1006</u> Renewal Due 7/13/2019</p>
<p>YUKON LAUNCH</p>	<p><u>U.S. Reg. No. 4,663,837 - RRPI-2-1036</u> Aff. Of Use Due 12/30/2020. Renewal Due 12/30/2024</p>



U.S. Reg. No. 4,749,533 – RRPI-2-1032

Statement of Use Due 8/17/2015

Australia Reg. No. 1,661,109 – RRPI-12-1037

Renewal Due 11/27/2024

Canada App. No. 1,707,302 – RRPI-12-1038

Pending

Mexico App. No. 1,556,205 – RRPI-12-1039

Pending

RANDYS WORLDWIDE
AUTOMOTIVE

Australia App. No. 1,661,383 – RRPI-12-1040

Pending

Canada App. No. 1,707,304 – RRPI-12-1041

Pending

Mexico App. No. 1,556,206 – RRPI-12-1042

Pending