

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		07/26/2019	Aktiengesellschaft (Ag):
RECEIVING PARTY DATA			
Name:	AMERICAN RAILCAR INDUSTRIES, INC.		
Street Address:	100 CLARK STREET		
City:	ST. CHARLES		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	Corporation: NORTH DAKOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76143636	ARI	
Serial Number:	72334797	CENTER FLOW	
Serial Number:	73594446		
Serial Number:	73261750	PRESSUREAIDE	
Serial Number:	85202792	AGILE RESPONSIVE INNOVATIVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8584583000		
Email:	APRILWHITE@PAULHASTINGS.COM		
Correspondent Name:	APRIL WHITE		
Address Line 1:	4747 EXECUTIVE DR.		
Address Line 2:	1200		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
NAME OF SUBMITTER:	April K. White		
SIGNATURE:	/April K. White/		
DATE SIGNED:	07/26/2019		
Total Attachments: 4			

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “**Termination and Release**”), dated as of July 26, 2019, from Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Creditors under the Term Loan Credit Agreement to the Grantor (each as defined below) in connection with the Trademark Security Agreement, dated as of December 5, 2018 (the “**Trademark Security Agreement**”), between the entity listed on the signature pages thereof (the “**Grantor**”) and the Collateral Agent. Except as otherwise indicated herein, capitalized terms used herein without definition have the meanings set forth in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Term Loan Credit Agreement dated as of December 5, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Term Loan Credit Agreement**”), by and among STL Holdco, LLC, a Delaware limited liability company (“**Holdings**”), STL Parent Corp., a Delaware corporation (the “**Borrower**”), each lender from time to time party thereto (the “**Lenders**”), and the Collateral Agent;

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of December 5, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”), among each of the entities listed on the signature pages thereof (including the Grantor) and the Collateral Agent, for the benefit of the Secured Creditors, and (ii) the Trademark Security Agreement, the Grantor mortgaged, pledged and hypothecated to the Collateral Agent for the benefit of the Secured Creditors, and granted to the Collateral Agent for the benefit of the Secured Creditors a Lien on and security interest in, all of their right, title and interest in, to and under (a) all Marks, including those Marks listed on Schedule I of the Trademark Security Agreement (other than Excluded Collateral), (b) all goodwill associated with such Marks (other than Excluded Collateral) and (c) all Proceeds of any and all of the foregoing (collectively, the “**Trademark Collateral**”), including, for the avoidance of doubt, the Marks identified on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 5, 2018 at Reel 6495, Frame 329; and

WHEREAS, the Collateral Agent is, pursuant to that certain payoff letter dated as of the date hereof among the Collateral Agent, Holdings and the Borrower and this Termination and Release, terminating, releasing and discharging the entirety of its

security interest in the Trademark Collateral in accordance with Section 9.8 of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which is hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges any and all security interest in all of the Grantor's right, title or interest in, to and under all of the Trademark Collateral, and any right, title or interest of the Collateral Agent or any other Secured Creditor therein shall hereby cease and become void.

2. Further Assurances. The Collateral Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the security interest in respect of the Trademark Collateral, in each case as reasonably requested by the Grantor.

3. Recordation. The Collateral Agent authorizes the United States Commissioner for Trademarks and any other applicable government officer to record this Termination and Release.

4. Applicable Law. THIS TERMINATION AND RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

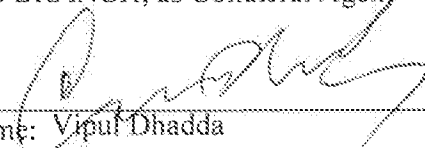
5. Electronic Delivery. Delivery of an executed page to this Termination and Release by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed Termination and Release.

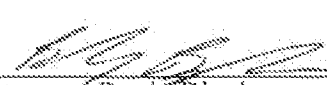
6. Miscellaneous. The execution and delivery of this Termination and Release and any document or agreement referred to herein or in connection herewith, and the taking of any action in connection herewith shall be without recourse to, or representation or warranty by, the Collateral Agent.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By 
Name: Vipul Dhadda
Title: Authorized Signatory

By 
Name: Brady Bingham
Title: Authorized Signatory

{Signature Page to Termination and Release of Security Interest in Trademarks}

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Registered Owner or Applicant</u>	<u>Application No.</u>	<u>Publication/ Registration No.</u>	<u>Expiration/ Renewal Date</u>
American Railcar Industries, Inc.	76/143,636	2,614,206	9/3/2022
American Railcar Industries, Inc.	72/334,797	900,643	10/13/2020
American Railcar Industries, Inc.	73/594,446	1,446,254	7/7/2027
American Railcar Industries, Inc.	73/261,750	1,173,113	10/13/2021
American Railcar Industries, Inc.	85/202,792	4,222,491	4/9/2019

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