# OP \$115.00 260689

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM540122

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Crescent Direct Lending, LLC		09/09/2019	Limited Liability Company:

#### **RECEIVING PARTY DATA**

Name:	Motor Dealer Services Group, LLC		
Street Address:	2020 Haren Drive		
Internal Address:	Suite 100		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89015		
Entity Type:	Limited Liability Company: NEVADA		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	2606894	MAXXGARD	
Registration Number:	2973820	ROADSENTRY	
Registration Number:	4117981	ROADSENTRY ULTIMATE	
Registration Number:	4111544	ROADSENTRY COMPLETE	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2033255001

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:** 2033255049

Email: mholmes@fdh.com

Correspondent Name: Matthew Holmes

Address Line 1: Six Landmark Square

Address Line 2: Floor Six

Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER: Matthew Holmes	
SIGNATURE:	/Matthew Holmes/
DATE SIGNED:	09/10/2019

**Total Attachments: 3** 

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** ("Release") is executed as of September 9, 2019, by CRESCENT DIRECT LENDING, LLC, as Administrative Agent under the Security Agreement (as defined below) (in such capacity, the "Secured Party"), in favor of MOTOR DEALER SERVICES GROUP, LLC, a Nevada limited liability company (the "Released Party").

WHEREAS, pursuant to the terms of that certain Grant of Security Interest in Patents and Trademarks dated as of August 30, 2019, by and between the Released Party and the Secured Party (the "Security Agreement") as recorded with the United States Patent and Trademark Office ("USPTO") on August 30, 2019, at Reel 6773, Frame 0934, the Released Party granted to the Secured Party a security interest in and lien on the trademarks identified on Schedule A attached hereto; and

WHEREAS, the Secured Party wishes to release the security interest in and lien on the trademarks identified on <u>Schedule A</u> attached hereto (together with (i) all renewals and extensions thereof, (ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereto, collectively, the "<u>Trademark Collateral</u>").

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party states as follows:

The Secured Party hereby terminates, releases, and discharges its security interest in and lien on the Trademark Collateral, and the Secured Party hereby assigns and transfers to the Released Party without recourse or representation or warranty, express or implied, of any kind, all of its right, title and interest in and to the Trademark Collateral together with the goodwill of the business symbolized thereby, including, without limitation, each of the applications, publications or grants identified on <u>Schedule A</u> attached hereto, effective as of the date set forth above.

The Secured Party understands and agrees that this Release may be recorded by or for the Released Party with the USPTO or any similar office or agency within or outside the United States.

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IN WITNESS WHEREOF, the Secured Party has executed this Release, to take effect as of the date set forth above.

Secured Party:

CRESCENT DIRECT LENDING, LLC

By: Nappe: Title:

Jake Garmey

Managing Director

By: \_\_\_\_ Name:

Jacob C. Hixon

Title: Vice President

(Signature Page to Trademark Release)

# SCHEDULE A

## TERMINATION AND RELEASE OF

# SECURITY INTEREST IN TRADEMARKS

Owner	Trademark	Jurisdiction	Registration Number	Filing Date
Motor Dealer Services Group, LLC	Maxxgard	USPTO	2,606,894	08/13/2002
Motor Dealer Services Group, LLC	Roadsentry	USPTO	2,973,820	07/19/2005
Motor Dealer Services Group, LLC	Roadsentry Ultimate	USPTO	4,117,981	03/27/2012
Motor Dealer Services Group, LLC	Roadsentry Complete	USPTO	4,111,544	03/13/2012

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**RECORDED: 09/10/2019**