

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		09/11/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	GROUPEX FINANCIAL CORPORATION		
Street Address:	13190 TELFAIR AVE		
City:	SYLMAR		
State/Country:	CALIFORNIA		
Postal Code:	91342		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2483388		
Registration Number:	2038593	KING	
Registration Number:	2038592	KING EXPRESS	
Registration Number:	2871769	KING EXPRESS	
Registration Number:	2925028	MEXICO EXPRESS	
Registration Number:	3038101	MEXICO EXPRESS	
Registration Number:	2925029	MEXICO EXPRESS	
Registration Number:	3038102	MEXICO EXPRESS	
Registration Number:	2911828	REYME\$A	
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:	858-509-4071		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Michelle L. Mehok		
Address Line 1:	12255 El Camino, Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	56153-000001		

CH \$240.00 2483388

NAME OF SUBMITTER:	Michelle L. Mehok
SIGNATURE:	/michelle mehok/
DATE SIGNED:	09/16/2019
Total Attachments: 4 source=Fifth Third - Trademark Security Termination (GroupEx)#page1.tif source=Fifth Third - Trademark Security Termination (GroupEx)#page2.tif source=Fifth Third - Trademark Security Termination (GroupEx)#page3.tif source=Fifth Third - Trademark Security Termination (GroupEx)#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "*Release*"), dated as of September 11, 2019, is made by Fifth Third Bank, as collateral agent for the Secured Creditors (in such capacity and together with any successors and assigns in such capacities, the "*Collateral Agent*"), in favor of GroupEx Financial Corporation, a Delaware corporation (the "*Grantor*") under that certain Grant of Security Interest in Trademarks, dated as of December 27, 2013 (as may have been amended, restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") by and among the Grantors and the Collateral Agent.

WITNESSETH

WHEREAS, pursuant to the Trademark Security Agreement, Grantor granted to the Collateral Agent for the benefit of the Secured Creditors a security interest in all of Grantor's right, title and interest in, to and under the collateral described in detail therein (such collateral, the "*Trademark Collateral*");

WHEREAS, the Grantor requests that the Collateral Agent release, discharge, terminate and cancel its security interest in and to the Trademark Collateral, including but not limited to the trademark registrations and applications listed on Schedule A attached hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent, without recourse, representation or warranty of any kind or nature, and at the Grantors' sole cost and expense, hereby releases, discharges, terminates and cancels its remaining security interest in and to the Trademark Collateral.

1. The Collateral Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.

2. The validity, interpretation and enforcement of this Release and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the laws of the State of New York.

3. Capitalized terms used but not defined herein shall have the meanings given to them in the Trademark Security Agreement.

4. Delivery of an executed signature page to this Release by facsimile or electronic transmissions (including .pdf file) shall be effective as delivery of an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

FIFTH THIRD BANK, as Collateral Agent

By: 

Name:

Eric Ford

Title:

Vice President

SCHEDULE A

SCHEDULE A

Trademarks and Trademark Applications

Trademarks of GroupEx Financial Corporation Registration No.



2483388

KING

2038593



2038592

KING EXPRESS

2871769

MEXICO EXPRESS

2925028

MEXICO EXPRESS

3038101



2925029



3038102

REYME\$A

2911828