

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541870

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AFC FINCO I LP	FORMERLY Successor to FCC, LLC	09/12/2019	Limited Partnership; DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OMNISOURCE UNITED INC.		
<b>Street Address:</b>	3750 South Watson Road, Suite 100		
<b>City:</b>	Arlington		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76014		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1910631	A TO Z TIRE	
Registration Number:	1909049	A TO Z TIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>			
<b>Phone:</b>	2149692741		
<b>Email:</b>	blove@akingump.com		
<b>Correspondent Name:</b>	AKIN GUMP STRAUSS HAUER & FELD LLP		
<b>Address Line 1:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	695671.0011		
<b>NAME OF SUBMITTER:</b>	Brenda love		
<b>SIGNATURE:</b>	/Brenda Love/		
<b>DATE SIGNED:</b>	09/20/2019		
<b>Total Attachments: 5</b>			
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**RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY COLLATERAL**

This Release of Security Interest in Intellectual Property Collateral, dated and made effective as of September 12, 2019 (this "**Release**"), is made by ACF FINCO I LP, a Delaware limited partnership with an address at c/o Ares Management LLC, 580 White Plains Road, Suite 610, Tarrytown, NY 10591, Attn.: Oleh Szczupak (the "**Lender**" and successor to FCC, LLC, the "**Original Lender**"), in favor of OMNISOURCE UNITED INC., a Texas corporation, with an address at 3750 South Watson Road, Suite 100, Arlington, TX 76014, Attn.: Scott Rhodes, President (formerly known as to A TO Z TIRE & BATTERY, INC., a Texas corporation):

**WITNESETH**

WHEREAS, pursuant to that certain Loan and Security Agreement, dated November 17, 2014 ("**Loan Agreement**"), A TO Z TIRE & BATTERY, INC. and TRANSTATE TIRE, INC. (collectively, "**Former Grantors**"), granted to the Original Lender, a security interest in certain Intellectual Property Collateral and entered into that certain Intellectual Property Security Agreement, dated November 17, 2014 ("**Security Agreement**"), which was recorded with the United States Patent and Trademark Office ("**USPTO**"), at Reel 005405, Frame 0666;

WHEREAS, on or about May 20, 2015, the Lender became the successor to the Original Lender, whereby all the applicable rights and obligations of the latter under the foregoing agreements were assumed by the Lender;

WHEREAS, on August 3, 2016, A TO Z TIRE & BATTERY, INC. changed its name to OMNISOURCE UNITED, INC.;

WHEREAS, on March 20, 2017, TRANSTATE TIRE, INC. was voluntarily dissolved;  
and

WHEREAS, pursuant to the Payoff Letter dated August 20, 2019 ("**Payoff Letter**"), the Lender has released, in favor of OMNISOURCE UNITED, INC. and, by effect, the Former Grantors, all of Lender's security interest in the Intellectual Property Collateral, including those trademarks and trademark registrations listed on Schedule I attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and as set forth in the Payoff Letter, the Lender hereby agrees to release and re-convey to OMNISOURCE UNITED, INC. and, by effect, the Former Grantors, without recourse, any and all of the Lender's right, title and interest in and to its security interest in the Intellectual Property Collateral as set forth in the Security Agreement, including those trademarks and trademark registrations listed on Schedule I attached hereto. In addition, the parties further agree as follows:

1. The Lender confirms that this Release may be filed with the USPTO.
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,

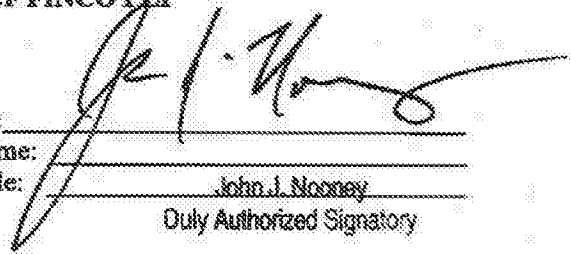
equity or otherwise, shall be governed by and construed in accordance with the terms and conditions of the Payoff Letter and this Release is expressly subject thereto.

3. Capitalized terms used but not defined herein shall have the meanings given to them in the applicable agreements.
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.

*[Signatures begin on following page]*

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

ACF FINCO LLP

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ John J. Nooney  
Duly Authorized Signatory


[Signature Page - Release of Security Interest in Intellectual Property Collateral]

**OMNISOURCE UNITED, INC.**

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

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

Title: \_\_\_\_\_

  
\_\_\_\_\_ Tony Kim  
\_\_\_\_\_ COO

**TRADEMARK**

**REEL: 006755 FRAME: 0391**

### SCHEDULE I

Trademark	U.S. Registration No.
A TO Z TIRE and Design	Reg. No. 1,910,631
A TO Z TIRE	Reg. No. 1,909,049