

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/30/2019	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	ABRA Automotive Systems LP		
Street Address:	7225 Northland Drive, Suite 210		
City:	Brooklyn Park		
State/Country:	MINNESOTA		
Postal Code:	55428		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2677946	ABRA	
Registration Number:	2677947	ABRA	
Registration Number:	1371738	ABRA	
Registration Number:	5482722	ABRA	
Registration Number:	5505264	AUTO BODY REPAIR OF AMERICA	
Registration Number:	4108932	RIGHT THE FIRST TIME, ON TIME.	
Serial Number:	87575478	ABRA ACES	
Registration Number:	5729136	ABRA AUTO BODY REPAIR OF AMERICA	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		

OP \$215.00 2677946

DATE SIGNED:	10/02/2019
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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK RIGHTS (“Release”), effective as of September 30, 2019, given by BANK OF AMERICA, N.A., as collateral agent (in such capacity, together with its successors, assigns, designees and subagents in such capacity, the “Collateral Agent”), to ABRA AUTOMOTIVE SYSTEMS LP (“Grantor”), as follows:

W I T N E S S E T H

WHEREAS, reference is made to that certain First Lien Security Agreement, dated as of February 5, 2019 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “First Lien Security Agreement”), among Wand Newco 2, Inc., a Delaware corporation, as Holdings (“Holdings”), Wand Newco 3, Inc., a Delaware corporation, as the Borrower (the “Borrower”), the Co-Borrowers from time to time party thereto, each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof and the Collateral Agent;

WHEREAS, in furtherance of the First Lien Security Agreement, the Grantor executed a First Lien Trademark Security Agreement, dated February 5, 2019 (the “First Lien Trademark Security Agreement”), which was recorded by the U.S. Patent and Trademark Office on: February 8, 2019, at Reel 6555 and Frame 0619 and on June 25, 2019 at Reel 6677 and Frame 0869; and

WHEREAS, in reliance on the Grantor’s representations and warranties concerning the transactions referenced in that certain Officer’s Certificate dated as of the date hereof, the Collateral Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, without any representation, recourse or warranty, the Collateral Agent hereby terminates, releases, cancels, relinquishes and discharges the security interest in and continuing lien on the trademark registrations and applications and exclusive licenses therefor set forth on Schedule A attached hereto created by the First Lien Trademark Security Agreement and the First Lien Security Agreement, and all goodwill associated therewith and all rights to sue for any past, present or future infringement or violation of any of the foregoing, and to receive and collect injunctive or other equitable relief, proceeds and damages and compensation from any of the foregoing (collectively, the “Released Trademarks”). The Collateral Agent hereby reassigns all right, title and interest it has in the Released Trademarks to the Grantor.

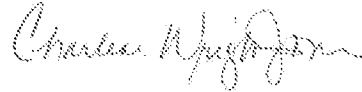
This Release is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the First Lien Security Agreement or the First Lien Trademark Security Agreement (the “Retained Collateral”). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the First Lien Security Agreement and the First Lien Trademark Security Agreement with respect to all such Retained Collateral, and the Collateral Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

The Collateral Agent hereby authorizes Grantor to record this Release with the US Trademark Office and otherwise record or file this Release in the applicable foreign or domestic governmental office or agency. Collateral Agent hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Released Trademarks contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE GRANTOR'S AND THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this Release to be executed under seal on the date first written above.

BANK OF AMERICA, N.A., as Collateral Agent






By: _____

Name: Charlene Wright-Jones

SCHEDULE A

Trademarks

Trademark	App. No.	Filing Date	Registration No.	Registration Date	Status	Owner
ABRA	76/402,681	4/30/2002	2,677,946	1/21/2003	Registered	ABRA Automotive Systems LP
	76/402,682	4/30/2002	2,677,947	1/21/2003	Registered	ABRA Automotive Systems LP
	73/538,649	5/20/1985	1,371,738	11/19/1985	Registered	ABRA Automotive Systems LP
	87/580,953	8/23/2017	5,482,722	5/29/2018	Registered	ABRA Automotive Systems LP
AUTO BODY REPAIR OF AMERICA	87/859,753	4/2/2018	5,505,264	6/26/2018	Registered	ABRA Automotive Systems LP
Right the First Time, On Time.	85/428,358	9/21/2011	4,108,932	3/6/2012	Registered	ABRA Automotive Systems LP
ABRA ACES	87/575,478	8/18/2017	N/A	N/A	Pending	ABRA Automotive Systems LP
ABRA AUTO BODY REPAIR OF AMERICA	87/764,241	1/22/2018	5,729,136	4/16/2019	Registered	ABRA Automotive Systems LP