

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543499

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

OP \$215.00 2677946

<b>DATE SIGNED:</b>	10/02/2019
---------------------	------------

**Total Attachments: 5**

source=Drive - ABRA Automotive Trademark Release\_Second Lien (Execution Version)001#page1.tif

source=Drive - ABRA Automotive Trademark Release\_Second Lien (Execution Version)001#page2.tif

source=Drive - ABRA Automotive Trademark Release\_Second Lien (Execution Version)001#page3.tif

source=Drive - ABRA Automotive Trademark Release\_Second Lien (Execution Version)001#page4.tif

source=Drive - ABRA Automotive Trademark Release\_Second Lien (Execution Version)001#page5.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) September 30, 2019

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: ABRA Automotive Systems LP

Street Address: 7225 Northland Drive, Suite 210

City: Brooklyn Park

State: MN

Country: USA Zip: MN 55428

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship Delaware, USA
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

see attached Schedule A

B. Trademark Registration No.(s)

see attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1659 (2L)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Doris Ka

Name of Person Signing

October 1, 2019

Date

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**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 Second 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 “Second 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 Second Lien Security Agreement, the Grantor executed a Second Lien Trademark Security Agreement, dated February 5, 2019 (the “Second Lien Trademark Security Agreement”), which was recorded by the U.S. Patent and Trademark Office on February 11, 2019, at Reel 6556 and Frame 0863 and on June 26, 2019, at Reel 6678 and Frame 0641; 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 Second Lien Trademark Security Agreement and the Second 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 Second Lien Security Agreement or the Second 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 Second Lien Security Agreement and the Second 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.

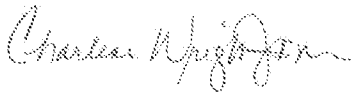
The Collateral Agent hereby authorizes Grantor to record this Release with the US Trademark Office and otherwise record or file this Release in the applicable foreign or domestic governmental office or agency. Collateral Agent hereby further agrees to duly execute, acknowledge, procure and deliver any 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

<b>Trademark</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>	<b>Owner</b>
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