

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		10/04/2019	Banking Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	Trailer Park, Inc.		
Street Address:	6922 Hollywood Boulevard, 12th Floor		
City:	Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3670672	CARDIAN ANGEL	
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:	4155911000		
Email:	achan@winston.com		
Correspondent Name:	Laura M. Franco, Esq.		
Address Line 1:	101 California St.		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	086700.00008		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	11/06/2019		
Total Attachments: 4			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the “Release”) is made as of October 4, 2019, by **BNP PARIBAS**, as collateral agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below) (in such capacity, the “Collateral Agent”), in favor of **TRAILER PARK, INC.** (the “Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain First Lien Pledge and Security Agreement, dated as of September 15, 2017, by and among Grantor, the other grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the “First Lien Pledge and Security Agreement”) and (ii) that certain First Lien Intellectual Property Security Agreement, dated as of September 15, 2017, by and between Grantor and Collateral Agent (the “Intellectual Property Security Agreement”; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all Collateral (as defined in the First Lien Pledge and Security Agreement), including, without limitation, the Intellectual Property identified on Schedule 1 attached hereto (the “Trademark Security Interest”);

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on September 18, 2017 at Reel 6156, Frame 0170;

WHEREAS, pursuant to Section 8 of the First Lien Pledge and Security Agreement, (i) upon any disposition of property permitted by the Credit Agreement, the Liens granted pursuant to the Pledge and Security Agreement are deemed to be automatically released and such property automatically reverts to the applicable Grantor and (ii) the Collateral Agent shall execute and deliver or otherwise authorize the filing of documents to evidence such release of Liens;

WHEREAS, on February 6, 2015, the Grantor assigned its entire interest in the Intellectual Property identified on Schedule 1 to Carvana, LLC; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the Trademark Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:


1. Collateral Agent, on behalf of itself and the Secured Parties, hereby releases, relinquishes, terminates and discharges the Trademark Security Interest in its entirety (including, without limitation, its interest in the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto) and associated common law rights and goodwill appurtenant thereto.
2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of Grantor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

BNP PARIBAS, as Collateral Agent

By: 
Name: **Yung Wu**
Title: **Vice President**

By: 
Name: **Charles Romano**
Title: **Director**

[Release of Security Interest in Intellectual Property]

TRADEMARK
REEL: 006789 FRAME: 0650

Schedule 1

TRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>App. No.</u> <u>Filing Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
CARDIAN ANGEL	Trailer Park Inc.	77533373 07/29/2008	3670672 08/18/2009	Registered