

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		10/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TruckPro, LLC		
Street Address:	1900 Charles Bryan Road		
City:	Cordova		
State/Country:	TENNESSEE		
Postal Code:	38016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5484490	AUSTIN BRAKE & CLUTCH SUPPLY SINCE 1954	
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:	2126834120		
Email:	luis.rodriquez@unitedcorporate.com		
Correspondent Name:	Elaine Carrera		
Address Line 1:	80 PINE STREET		
Address Line 2:	C/O CAHILL GORDON & REINDEL LLP		
Address Line 4:	NEW YORK, NEW YORK 10005		
NAME OF SUBMITTER:	ELAINE CARRERA		
SIGNATURE:	/ELAINE CARRERA/		
DATE SIGNED:	11/06/2019		
Total Attachments: 4			
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OP \$40.00 5484490

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):

Madison Capital Funding LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) USA-DE

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 15, 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: TruckPro, LLC

Street Address: 1900 Charles Bryan Road

City: Cordova

State: TN

Country: USA Zip: 38016

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

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 _____

B. Trademark Registration No.(s) _____

See Schedule A

See 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: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

1

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:

Elaine Carrera
Signature

November 6, 2019

Date

Elaine Carrera

Name of Person Signing

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

4

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

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Trademark Release and Reassignment") is made as of October 15, 2019, by MADISON CAPITAL FUNDING LLC, as US Administrative Agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, TruckPro, LLC, a Delaware limited liability company (the "Grantor") and Secured Party were parties to that certain Trademark Security Agreement dated as of September 11, 2018 (the "Security Agreement") pursuant to which Grantor granted a security interest (the "Security Interest") to Secured Party in certain Trademarks and Collateral (each as defined therein) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on September 11, 2018, at Reel 6460, Frame 0812; and

WHEREAS, Grantor has requested that Secured Party terminate and release its Security Interest in the Trademarks and Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates, releases and discharges its Security Interest in all of Grantor's right, title and interest in and to the Trademarks and Collateral.

Secured Party hereby reassigns, grants and conveys to Grantor, without any representation or recourse by Secured Party, any and all of Secured Party's right, title and interest arising under the Security Agreement in and to the Trademarks and the Collateral.


Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby, at Grantor's sole cost and expense.

This Trademark Release and Reassignment shall be governed by, construed and interpreted in accordance with, the laws of the State of New York, without regard to conflict of law principles that would result in the application of the laws of a different jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.


MADISON CAPITAL FUNDING LLC

By: 
Name: Joseph McDermott
Title: Vice President

Trademark Release and Reassignment

SCHEDULE A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
 <p>AUSTIN BRAKE & CLUTCH SUPPLY SINCE 1954</p>	5484490	6/5/2018	USA

Trademark Applications

None.