

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554406

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, N.A. (f/k/a Citizens Bank of Pennsylvania)		12/09/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Sunteck / TTS Integration, LLC (f/k/a Autoinfo, Inc., Sunteck, Inc. and Sunteck, LLC)
Street Address:	4500 Salisbury Road
Internal Address:	Suite 305
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32216
Entity Type:	Limited Liability Company: DELAWARE
Name:	TTS, LLC
Street Address:	4500 Salisbury Road
Internal Address:	Suite 305
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32216
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4007993	TTS

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

Phone: 2123904147

Email: amanda.cirella@kirkland.com

Correspondent Name: Amanda Cirella (Paralegal)

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

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Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	47151-3
NAME OF SUBMITTER:	Amanda Cirella
SIGNATURE:	//Amanda Cirella//
DATE SIGNED:	12/20/2019
Total Attachments: 3 source=Duval - Citizens-IP Security Agreement Release (Executed) (003)#page1.tif source=Duval - Citizens-IP Security Agreement Release (Executed) (003)#page2.tif source=Duval - Citizens-IP Security Agreement Release (Executed) (003)#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of December 9, 2019 (“Release”), is made by CITIZENS BANK, N.A. (f/k/a Citizens Bank of Pennsylvania) (“Secured Party”), in favor of Sunteck / TTS Integration, LLC (f/k/a Autoinfo, Inc., Sunteck, Inc. and Sunteck, LLC) (“Sunteck”) and TTS, LLC (collectively with Sunteck, the “Grantor”).

WHEREAS, Secured Party, Grantor, and certain other parties have entered into that certain Loan and Security Agreement, dated as of December 15, 2016 (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”);

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of December 15, 2016, by and between Secured Party and Grantor (the “IP Security Agreement”), Grantor granted to Secured Party, to secure its obligations under the Loan Agreement, a security interest in all right, title and interest of Grantor in and to certain intellectual property;

WHEREAS, the IP Security Agreement was (i) recorded at the United States Patent and Trademark Office (“USPTO”) on December 15, 2016 at Reel 5938 Frame 0082 and (ii) recorded at the United States Copyright Office (“USCO”) on December 19, 2016 at Volume 9927 Document 670; and

WHEREAS, Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

SECTION 2. Termination and Release. Secured Party, without representation, warranty, or recourse, hereby:

(a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the IP Collateral listed on Schedule A attached hereto);

(b) assigns and transfers to Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the IP Collateral listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and

(c) authorizes the recordation of this Release with the USPTO and the USCO or any similar office or agency within or outside the United States at the Grantor’s expense.

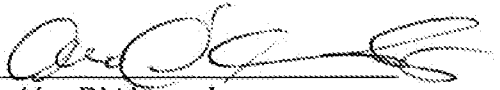
SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

SECURED PARTY:

CITIZENS BANK, N.A.

By: 
Name: Alex D'Alessandro
Title: SVP - Head of Underwriting

Release of Intellectual Property Security Agreement

TRADEMARK
REEL: 006823 FRAME: 0497

Schedule A


Copyrights

Title	Registration No.	Publication Date/Year of Creation	Owner
Howard Nusbaum's advanced management reports	TX0002764003	10/17/1989	Sunteck, Inc. (f/k/a Autoinfo, Inc.)
Advanced management report enhancements	TX0004320759	7/15/1996	Sunteck, Inc. (f/k/a Autoinfo, Inc.)
AutoInfo yard management/checkmate	TX0002967606	7/16/1990	Sunteck, Inc. (f/k/a Autoinfo, Inc.)

Patents

None.

Trademarks

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
	77879037 (November 23, 2009)	4007993 (August 9, 2011)	TTS, LLC (Delaware Limited Liability Company) Frisco, Texas