

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM554581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Agent		12/23/2019	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Transform SR Brands LLC		
Street Address:	3333 Beverly Road		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60179		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5464681	POWER AHEAD	
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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1168442		
NAME OF SUBMITTER:	Jordana Dreyfuss		
SIGNATURE:	/Jordana Dreyfuss/		
DATE SIGNED:	12/23/2019		
Total Attachments: 6			
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PARTIAL RELEASE OF TRADEMARK SECURITY INTERESTS dated as of December 23, 2019 (this "Partial Release"), by CITIBANK, N.A., as administrative agent and collateral agent (in such capacities, the "Agent") in favor of TRANSFORM SR BRANDS LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement referred to below.

A. Reference is made to (i) the Amended and Restated Letter of Credit and Reimbursement Agreement dated as of February 11, 2019 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Transform Midco LLC ("Holdings"), Transform SR Acceptance LLC and Transform KM LLC (collectively, the "Borrowers"), the L/C Lenders from time to time party thereto and Citibank, N.A., as administrative agent and issuing bank, (ii) the Guarantee and Collateral Agreement dated as of February 11, 2019 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among Holdings, certain Subsidiaries of Holdings and the Agent and (iii) the Trademark Security Agreement dated as of February 11, 2019, among the grantors listed therein and the Agent (the "Trademark Security Agreement").

B. Reference is made to the Asset Purchase and Sale Agreement dated as of December 7, 2019 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and among Advance Stores Company, Incorporated (the "Purchaser"); Transform SR Brands LLC (the "Seller"); and, solely with respect to Article IV and Section 12.11, Transform Holdco LLC, pursuant to which the Seller intends to sell to the Purchaser all of the Transferred Assets, as defined therein.

C. Pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent, for the benefit of the holders of the Obligations (as defined in the Guarantee and Collateral Agreement), a security interest in the Transferred Assets (as defined in the Purchase Agreement), including without limitation all right, title or interest of the Grantor in, among other things, the trademarks and trademark applications of the Grantor set forth on Schedule I hereto (collectively, the "Released Trademark Collateral").

D. Pursuant to the Trademark Security Agreement, the Grantor granted to the Agent, for the benefit of the holders of the Obligations, a continuing security interest in favor of the Agent, among other things, the trademarks set forth on Schedule II hereto, which constitute a part of the Released Trademark Collateral, which security interest was recorded with the United States Patent & Trademark Office on February 27, 2019 at Reel/Frame 6576/0917.

E. The Agent has agreed to terminate and release its security interest in the Transferred assets, including the Released Trademark Collateral as herein provided.

Pursuant to the Section 9.13(a) of the Credit Agreement and Section 8.15(b) of the Guarantee and Collateral Agreement, and acting in reliance upon that certain Officer's Certificate dated the date hereof, the Agent does hereby release, relinquish and discharge any and all security interests it has against the Transferred Assets, including without limitation the Released Trademark

Collateral, *provided, however*, that it is understood and agreed that such release, relinquishment and discharge will be without recourse to the undersigned (whether as agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking of any kind (express or implied) by the undersigned (whether as agent or in its personal capacity). No Obligations secured by the Collateral are released, discharged or terminated hereby.

This Partial Release is applicable only and solely with respect to the Transferred Assets, including the Released Trademark Collateral, and to no other Collateral. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to it under the Trademark Security Agreement, the Guarantee and Collateral Agreement and each other Security Document with respect to all Collateral other than the Transferred Assets, and the Agent's security interest, liens, rights, titles and interests in such Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Each Loan Document including, except as expressly modified hereby, the Trademark Security Agreement, shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

The Agent authorizes each of the Borrowers and the Grantor and their successors, assigns or other legal representatives to make filings with the United States Patent and Trademark Office and other necessary filings, in each case at the expense of the Borrowers, to evidence the release and termination of the Agent's security interests in the Released Trademark Collateral.

THIS PARTIAL RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Agent has caused this Partial Release to be duly executed as of the day and year first above written.

CITIBANK, N.A., as Agent

By: 

Name:

Title:

David L. Smith
Vice President and Director

[Partial Trademark Release]

TRADEMARK
REEL: 006824 FRAME: 0345

Schedule I

Trademarks

	Mark	Application Number	Registration Number	Owner of Record at USPTO (or corresponding foreign Governmental Entity) as of the date of the Agreement	Legal and Beneficial Owner (after giving effect to the Foreclosure) and in any event, at Closing	Country
1.	DIE HARD [^]	72/286556	858218	KCD IP, LLC	Transform SR Brands, LLC	United States
2.	DIEHARD [^]	74/099621	1696168	KCD IP, LLC	Transform SR Brands, LLC	United States
3.	DIEHARD [^]	74/333603	1781544	KCD IP, LLC	Transform SR Brands, LLC	United States
4.	DIEHARD [^]	75/525906	2276072	KCD IP, LLC	Transform SR Brands, LLC	United States
5.	DIEHARD (Stylized) [^]	76/346448	2628203	KCD IP, LLC	Transform SR Brands, LLC	United States
6.	DIEHARD (Stylized) [^]	76/346449	2677217	KCD IP, LLC	Transform SR Brands, LLC	United States
7.	DIEHARD GOLD [^]	78/298757	2881737	KCD IP, LLC	Transform SR Brands, LLC	United States
8.	DIEHARD [^]	78/317729	2895818	KCD IP, LLC	Transform SR Brands, LLC	United States
9.	DIEHARD EXPRESS [^]	78/274510	2939673	KCD IP, LLC	Transform SR Brands, LLC	United States
10.	DIEHARD DUTY [^]	78/494833	3096741	KCD IP, LLC	Transform SR Brands, LLC	United States
11.	DIEHARD [^]	77/156285	3355910	KCD IP, LLC	Transform SR Brands, LLC	United States
12.	DIEHARD PLATINUM [^]	77/012884	3412083	KCD IP, LLC	Transform SR Brands, LLC	United States
13.	DIEHARD PLATINUM [^]	77/013360	3828624	KCD IP, LLC	Transform SR Brands, LLC	United States
14.	DIEHARD [^]	77/840248	3875643	KCD IP, LLC	Transform SR Brands, LLC	United States
15.	LIFE DEMANDS DIEHARD [^]	77/982539	4050077	KCD IP, LLC	Transform SR Brands, LLC	United States
16.	LIFE DEMANDS DIEHARD [^]	77/745828	4115308	KCD IP, LLC	Transform SR Brands, LLC	United States
17.	DIEHARD [^]	85/428966	4219293	KCD IP, LLC	Transform SR Brands, LLC	United States
18.	DIEHARD [^]	85/432784	4515044	KCD IP, LLC	Transform SR Brands, LLC	United States
19.	DIEHARD [^]	86/822781	5056166	KCD IP, LLC	Transform SR Brands, LLC	United States
20.	DIEHARD [^]	86/591015	5096263	KCD IP, LLC	Transform SR Brands, LLC	United States
21.	DIEHARD 360° VEHICLE ASSESSMENT [^]	87/180313	5656253	KCD IP, LLC	Transform SR Brands, LLC	United States

	Mark	Application Number	Registration Number	Owner of Record at USPTO (or corresponding foreign Governmental Entity) as of the date of the Agreement	Legal and Beneficial Owner (after giving effect to the Foreclosure) and in any event, at Closing	Country
22.	POWER AHEAD^	87686154	5464681	Transform SR Brands, LLC	Transform SR Brands, LLC	United States

Schedule II

Trademark

	Mark	Application Number	Registration Number	Owner of Record at USPTO (or corresponding foreign Governmental Entity) as of the date of the Agreement	Legal and Beneficial Owner (after giving effect to the Foreclosure) and in any event, at Closing	Country
1.	POWER AHEAD [^]	87686154	5464681	Transform SR Brands, LLC	Transform SR Brands, LLC	United States