

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		02/28/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TR Wholesale Solutions LLC		
Street Address:	7015 Vorden Parkway		
City:	South Bend		
State/Country:	INDIANA		
Postal Code:	46628		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2083058	UPDATE	
Serial Number:	87214258		
Serial Number:	87213538	TR WHOLESAL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6123336798		
<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:	6123678713		
Email:	kenneth.suzan@btlaw.com, kelly.walsh@btlaw.com		
Correspondent Name:	Kenneth Suzan, Barnes & Thornburg LLP		
Address Line 1:	225 South Sixth Street, Suite 2800		
Address Line 4:	Minneapolis, MINNESOTA 55402-4662		
NAME OF SUBMITTER:	Kenneth D. Suzan		
SIGNATURE:	/Kenneth D. Suzan/		
DATE SIGNED:	02/28/2020		
Total Attachments: 3			
source=Tire Rack_ 2020 Patent and TM Release (TR Wholesale Solutions) (Executed) 254805274_1#page1.tif			
source=Tire Rack_ 2020 Patent and TM Release (TR Wholesale Solutions) (Executed) 254805274_1#page2.tif			
source=Tire Rack_ 2020 Patent and TM Release (TR Wholesale Solutions) (Executed) 254805274_1#page3.tif			

OP \$90.00 2083058

TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS**, dated as of February 28, 2020 (“Release”), is made by JPMorgan Chase Bank, N.A., as Administrative Agent (“Administrative Agent”) in favor of TR Wholesale Solutions LLC, an Indiana limited liability company (the “Grantor”).

WHEREAS, pursuant to that certain Amended and Restated Guarantee and Collateral Agreement dated as of September 29, 2015 (as supplemented by Supplement No. 1 thereto, dated as of January 1, 2017, and by Supplement No. 2 thereto, dated as of September 28, 2018, and as further amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Collateral Agreement”) by and among Tire Rack Holdings, Inc. (“Holdings”), The Tire Rack, Inc. (“Borrower”), Administrative Agent, and others party thereto, and the Patent and Trademark Security Agreement dated as of January 1, 2017 by and among the Grantor and Administrative Agent (“IP Security Agreement”), Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Grantor in and to all Patent and Trademark Collateral; and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on January 1, 2017 at Reel 5954 Frame 0891.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

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

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:


- (a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases the continuing security interest in, and any and all right, title and interest of Grantor in and to, all of the Patent and Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (b) reassigns, grants and conveys to Grantor any and all of Administrative Agent’s right, title and interest in and to the Patent and Trademark Collateral; and
- (b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Further Actions. The Administrative Agent agrees to take all further actions, and provide to the Grantor and their respective successors, assigns or other legal representatives, all such cooperation and assistance reasonably requested by Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purpose of this Release.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regarding to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Release to be duly executed as of the date first set forth above.

JPMorgan Chase Bank, N.A., as Administrative Agent

By: 

Name: Eric B. Bergeson

Title: Authorized Officer

Schedule A

Patents

None.

Patent Applications

None.

Patent Licenses

None.

Trademarks

<u>U.S. Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Grantor	Update	2,083,058	7/29/2017

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
Grantor	Design Only	87214258	10/25/2016
Grantor	TR WHOLESALE SOLUTIONS	87213538	10/24/2016

Trademark Licenses

None.