

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interests in Trademarks Previously Recorded at Reel 6866 Frame 0586		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Collateral Agent		07/20/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	New Pride Tire, LLC		
Street Address:	251 Monroe Avenue		
City:	Kenilworth		
State/Country:	NEW JERSEY		
Postal Code:	07033		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2582437	NEW PRIDE	
Serial Number:	88129544	NEW PRIDE TIRE	
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:	212-819-2565		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes / White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1164100-0018-CM65		
NAME OF SUBMITTER:	Kate Andes		
SIGNATURE:	/Kate Andes/		
DATE SIGNED:	07/21/2020		
Total Attachments: 3			
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source=Clearwater - New Pride Tire - Trademark Release - Executed 7.20.20#page2.tif			

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PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of July 20, 2020 (the “Effective Date”), is made by Citibank, N.A., in its capacity as collateral agent (the “Collateral Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that Security Agreement, dated as of February 18, 2020, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Collateral Agent, the Grantor and certain other parties thereto executed and delivered an intellectual property security agreement, dated as of February 18, 2020 (the “Trademark Security Agreement”), notice of which was recorded with the United States Patent and Trademark Office on February 18, 2020 at Reel/Frame 6866/0586;

WHEREAS, Grantor granted the Collateral Agent, under the terms of the Trademark Security Agreement, a security interest in favor of the Collateral Agent, in all of such Grantor’s right, title and interest in the trademark registration and trademark application set forth on Schedule I attached hereto;


WHEREAS, the Collateral Agent has agreed to terminate and release its security interest solely in the trademark registration and trademark application listed in Schedule I hereto (the “Released Collateral”) as herein provided;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Released Collateral. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

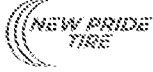
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

COLLATERAL AGENT:
CITIBANK, N.A., as Collateral Agent

By: 
Name: Christopher Flavin
Title: Vice President & Director

GRANTOR: NEW PRIDE TIRE, LLC

Schedule I

<u>Owner</u>	<u>Mark</u>	<u>Image</u>	<u>U.S Serial No.</u>	<u>US. Registration No.</u>
New Pride Tire, LLC	NEW PRIDE	N/A	78084360	2582437
New Pride Tire, LLC	NEW PRIDE TIRE		88129544	Pending