

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607969

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BBVA USA		11/06/2020	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BUFFALO GROUP HOLDINGS, LLC		
<b>Street Address:</b>	505 5th Ave, 25th Floor		
<b>Internal Address:</b>	(c/o Kinderhook Industries, LLC)		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	CARANDTRUCKREMOTES, LLC		
<b>Street Address:</b>	505 5th Ave, 25th Floor,		
<b>Internal Address:</b>	(c/o Kinderhook Industries, LLC)		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	MIDWEST KEYLESS, LLC		
<b>Street Address:</b>	505 5th Ave, 25th Floor		
<b>Internal Address:</b>	(c/o Kinderhook Industries, LLC)		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4634477	REMOTE RECYCLE	
<b>Registration Number:</b>	4674196	LOCKSMITH RESOURCE	
<b>Registration Number:</b>	5484628	REMOTE STORE	
<b>Registration Number:</b>	5731384		

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Property Type	Number	Word Mark
Registration Number:	5737878	AUTOREMOTEDIRECT
Registration Number:	5772858	CROWN KEYS
Registration Number:	5871809	RR REMOTE RECYCLE
Registration Number:	5923880	MY KEY COUNTER
Registration Number:	6031035	DURAKKEY
Registration Number:	5889036	RR
Serial Number:	88717589	REMOTE RECYCLE
Serial Number:	88847148	K
Serial Number:	88847161	KEYFOB OVERSTOCK

**CORRESPONDENCE DATA**

**Fax Number:** 2124466460

*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:** 2124464800

**Email:** hayley.smith@kirkland.com

**Correspondent Name:** Kirkland & Ellis LLP

**Address Line 1:** Attn: Hayley Smith

**Address Line 2:** 601 Lexington Avenue

**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	40462-175
<b>NAME OF SUBMITTER:</b>	Hayley Smith
<b>SIGNATURE:</b>	//Hayley Smith//
<b>DATE SIGNED:</b>	11/10/2020

**Total Attachments: 6**

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of November 6, 2020 (“Release”), is made BBVA USA, an Alabama banking corporation, as the administrative agent (in such capacity, “Administrative Agent”), in favor of BUFFALO GROUP HOLDINGS, LLC, a Delaware limited liability company (“Buffalo”), CARANDTRUCKREMOTES, LLC, a Delaware limited liability company (“CTR”), and MIDWEST KEYLESS, LLC, a Delaware limited liability company (“Midwest” and together with Buffalo and CTR, collectively, the “Grantors”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Guarantee and Collateral Agreement, dated as of July 9, 2020 (the “Guarantee and Collateral Agreement”), among the Grantors, the other grantors party thereto and Administrative Agent; and

WHEREAS, the Grantors and Administrative Agent are parties to that certain Trademark Security Agreement, dated as of July 9, 2020 (the “Trademark Security Agreement”).

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor has granted a security interest in and to all of such Grantor’s rights, title and interest in and to (i) all Registered Intellectual Property (as defined in the Guarantee and Collateral Agreement) of each Grantor that constitutes a Trademark, including, without limitation, the Trademarks which are identified on Schedule A attached hereto and herein incorporated by this reference (the “Trademarks”); (ii) the goodwill of the business connected with the use of, and symbolized by, any such Trademarks; (iii) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) of any such Trademarks; and (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the foregoing (clauses (i) through (iv) collectively, the “Trademark Collateral”), notice of which was recorded at the USPTO on July 9, 2020 at Reel 6995/Frame 0258.

WHEREAS, the Grantors have repaid all of their obligations; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral, including the Trademarks, granted pursuant to the Trademark Security Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in, as applicable, the Trademark Security Agreement, Guarantee and Collateral Agreement or the Credit Agreement.

SECTION 2. Termination and Release. The Administrative Agent hereby:

(a) (i) irrevocably terminates, releases, and discharges its continuing security interest in and general lien upon, and any conditional collateral assignment of, all right, title and interest in, to and under the Trademark Collateral, including the Trademarks, granted pursuant to the Trademark Security Agreement without recourse, representation or warranty of any kind; and (ii) agrees that any and all right, title, or

interest of the Administrative Agent in the Trademark Collateral, including the Trademarks, granted pursuant to the Trademark Security Agreement and all products and proceeds thereof, are hereby irrevocably reconveyed, transferred, and assigned to each of the Grantors entitled thereto, as applicable, without recourse, representation or warranty of any kind, and any right, title, or interest of the Administrative Agent in the Trademark Collateral, including the Trademarks, granted to the Administrative Agent pursuant to the Trademark Security Agreement which agreement shall hereby cease and become void; and (iii) agrees to provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including without limitation to execute any other documents) and take any further actions that each Grantor may reasonably request to effect the intent and purpose of this release and such reconveyance, transfer, and assignment (and all documents that are to be prepared by counsel to such Grantor and the cost and expense of such documents and actions shall be borne by such Grantor);

(b) authorizes the recordation of this Release with the United States Patent and Trademark Office; and

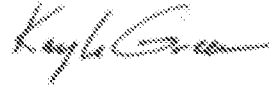
(c) agrees that this Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic means will be as effective as delivery of a manually executed counterpart of this Release.

This Release and the rights and obligations of the parties hereunder shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed and enforced in accordance with the laws of the State of New York.

*[Signature pages follow]*

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

**BBVA USA,**  
as Administrative Agent



By: \_\_\_\_\_


Name: Kayle Green

Title: Senior Vice President


**ACKNOWLEDGED AND AGREED:**

**Grantors:**

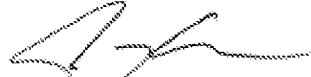
**BUFFALO GROUP HOLDINGS, LLC**

By:   
Name: Ayal Sharvit  
Title: Chief Executive Officer and Assistant Secretary

**CARANDTRUCKREMOTES, LLC**





By:   
Name: Ayal Sharvit  
Title: Chief Executive Officer and Assistant Secretary

**MIDWEST KEYLESS, LLC**

By:   
Name: Ayal Sharvit  
Title: Chief Executive Officer and Assistant Secretary

**SCHEDULE A**  
TO  
TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY  
Trademarks

Mark	Jurisdiction	App. No. App. Date	Reg. No. Reg. Date	Status	Current Owner of Record
REMOTE RECYCLE	U.S.	86175239 25-JAN-2014	4634477 04-NOV-2014	Registered	Buffalo Group Holdings, LLC
LOCKSMITH RESOURCE	U.S.	86179799 30-JAN-2014	4674196 20-JAN-2015	Registered	Buffalo Group Holdings, LLC
REMOTE STORE 	U.S.	87623009 26-SEP-2017	5484628 05-JUN-2018	Registered	Buffalo Group Holdings, LLC
Design Only 	U.S.	87864445 05-APR-2018	5731384 23-APR-2019	Registered	Buffalo Group Holdings, LLC
AUTOREMOTEDIRECT 	U.S.	87859954 02-APR-2018	5737878 30-APR-2019	Registered	Buffalo Group Holdings, LLC
CROWN KEYS 	U.S.	87862646 04-APR-2018	5772858 11-JUN-2019	Registered	Buffalo Group Holdings, LLC

Mark	Jurisdiction	App. No. App. Date	Reg. No. Reg. Date	Status	Current Owner of Record
 RR REMOTE RECYCLE	U.S.	88269306 21-JAN-2019	5871809 01-OCT-2019	Registered	Buffalo Group Holdings, LLC
 MY KEY COUNTER	U.S.	87863653 04-APR-2018	5923880 03-DEC-2019	Registered	Buffalo Group Holdings, LLC
DURAKKEY	U.S.	88567421 05-AUG-2019	6031035 07-APR-2020	Registered	Buffalo Group Holdings, LLC
REMOTE RECYCLE	U.S.	88717589 06-DEC-2019	--	Pending	Buffalo Group Holdings, LLC
 RR	U.S.	88269328 21-JAN-2019	5889036 22-OCT-2019	Registered	Buffalo Group Holdings, LLC
 K	U.S.	88847148 25-MAR-2020	--	Pending	Buffalo Group Holdings, LLC
KEYFOB OVERSTOCK	U.S.	88847161 25-MAR-2020	--	Pending	Buffalo Group Holdings, LLC

TRADEMARK

REEL: 007102 FRAME: 0179

RECORDED: 11/10/2020