

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHITEHORSE CAPITAL MANAGEMENT, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	API Automotive Products International Inc.		
Street Address:	854 Lowcountry Blvd. Suite 101		
City:	Mt Pleasant		
State/Country:	SOUTH CAROLINA		
Postal Code:	29464		
Entity Type:	Corporation: WYOMING		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3756877	BLUEDEVIL	
Registration Number:	3853518	WHITE SHEPHERD	
Registration Number:	3153707	RED ANGEL A/C STOP LEAK & CONDITIONER	
Registration Number:	4676714	FUEL MD	
Registration Number:	4652384	B D	
Registration Number:	4676715	B D	
Registration Number:	4826808	POUR-N-GO!	
Registration Number:	5371515	LIVE LEAK FREE	
Registration Number:	5497540	LIVELEAKFREE	
Registration Number:	5497543	LIVELEAKFREE	
Registration Number:	5045759	BLUEDEVIL PRODUCTS	
Registration Number:	1090644	PJ1	
Registration Number:	5666023	PJ1	
Registration Number:	2573150	RENEW & PROTECT	
Registration Number:	2402212	SILVERFIRE	
Registration Number:	1194601	GOLDFIRE	
CORRESPONDENCE DATA			
Fax Number:	6508152601		

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TRADEMARK

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: 6508152600
Email: svtmdocketing@sheppardmullin.com
Correspondent Name: Chelseaa Bush c/o Sheppard Mullin et al
Address Line 1: 379 Lytton Avenue
Address Line 4: Palo Alto, CALIFORNIA 94301

ATTORNEY DOCKET NUMBER:	75ZX-325814
NAME OF SUBMITTER:	Chelseaa Bush
SIGNATURE:	/ChelseaaBush/
DATE SIGNED:	01/05/2021

Total Attachments: 5

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TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of December 31, 2020, and made by WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, "the Collateral Agent") to API AUTOMOTIVE PRODUCTS INTERNATIONAL INC., a Wyoming corporation (the "Grantor").

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, SKLAR BOV SOLUTIONS, INC., a Wyoming corporation ("BOV"), SKLAR HOLDINGS, INC., a Wyoming corporation ("Sklar Holdings" and together with Grantor and BOV, individually, a "Borrower" and collectively, the "Borrowers"), BENNELLI LLC, a California limited liability company, BETTERBILT, LLC, a California limited liability company, STARCO ENTERPRISES, INC., a California corporation, BLUE CROSS LABORATORIES, LLC, a Wyoming limited liability company, the other Persons party thereto from time to time as Guarantors, WHITEHORSE CAPITAL MANAGEMENT, LLC, as Administrative Agent, the Collateral Agent and the financial institutions party thereto from time to time as Lenders, the Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantor executed and delivered to the Collateral Agent that certain Security Agreement, dated as of November 13, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of November 13, 2019 (the "Trademark Security Agreement"; capitalized terms used but not defined herein shall have the meanings given to them in the Trademark Security Agreement), for the purpose of filing at the United States Patent and Trademark Office; and

WHEREAS, a continuing security interest was granted, mortgaged, pledged, and hypothecated by the Grantor to the Collateral Agent pursuant to the Security Agreement and the Trademark Security Agreement in all of the Grantor's right, title and interest in and to the Trademark Collateral (as defined below); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 13, 2019, at Reel and Frame 6795/0607; and

WHEREAS, in connection with the release of certain collateral from the security interest granted pursuant to the Security Agreement, including the Trademark Collateral, the Collateral Agent now desires to terminate and release the Trademark Security Agreement and its security interest in all of the Grantor's right, title and interest in and to the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Collateral Agreement hereby states as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall have the meaning set forth in the Trademark Security Agreement and shall include, without limitation, all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule I hereto.

2. Release of Security Interest. The Collateral Agent hereby (i) terminates the Trademark Security Agreement and terminates, releases and discharges its security interest in all of the Grantor's right, title and interest in and to the Trademark Collateral and reassigns to the Grantor all right, title and interest of the Collateral Agent in the Trademark Collateral, and (ii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given.


3. Counterparts. This Termination may be executed in any number of counterparts and by different parties in separate 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.

4. Governing Law. This Termination shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**WHITEHORSE CAPITAL MANAGEMENT,
LLC, as the Collateral Agent**

By: 
Name: Richard Siegel
Title: Authorized Signatory

[Signature Page to Termination and Release of Trademark Security Agreement]

**TRADEMARK
REEL: 007155 FRAME: 0766**

SCHEDULE I

Trademark Registrations

Grantor	Mark	Registration No.	Registration Date
API Automotive Products International Inc.	BlueDevil	3756877	March 9, 2010
API Automotive Products International Inc.	White Shepherd	3853518	September 28, 2010
API Automotive Products International Inc.	Red Angel A/C Stop Leak & Conditioner	3153707	October 10, 2006
API Automotive Products International Inc.	Fuel MD	4676714	January 20, 2015
API Automotive Products International Inc.	B D	4652384	December 9, 2014
API Automotive Products International Inc.	B D	4676715	January 20, 2015
API Automotive Products International Inc.	Pour-N-Go!	4826808	October 6, 2015
API Automotive Products International Inc.	Live Leak Free	5371515	January 2, 2018
API Automotive Products International Inc.	LiveLeakFree	5497540	June 19, 2018
API Automotive Products International Inc.	LiveLeakFree	5497543	June 19, 2018
API Automotive Products International Inc.	BlueDevil Products	5045759	September 20, 2016
API Automotive Products International Inc.	PJ1	1090644	May 9, 1978
API Automotive Products	PJ1 Logo	5666023	January 29, 2019

International Inc.			
API Automotive Products International Inc.	RENEW & PROTECT	2573150	May 28, 2002
API Automotive Products International Inc.	SILVERFIRE	2402212	November 7, 2000
API Automotive Products International Inc.	GOLDFIRE	1194601	May 4, 1982