

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Administrative and Collateral Agent		01/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ultra Axle LLC		
Street Address:	460 Horizon Drive		
Internal Address:	Suite 400		
City:	Suwanee		
State/Country:	GEORGIA		
Postal Code:	30024		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5031674	ALLOY USA	
Registration Number:	3711291	PG PRECISION GEAR	
Registration Number:	3711290	ALLOY USA	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038507-0595		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	02/01/2021		
Total Attachments: 4			

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RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 29, 2021 (the “Effective Date”), is made by JEFFERIES FINANCE LLC, as administrative agent and collateral agent (in such capacities, the “Agent”), in favor of OMIX-ADA, INC., a Georgia corporation, SUPERLIFT, LLC, a Delaware limited liability company, and ULTRA AXLE, LLC, a Georgia limited liability company (each a “Grantor,” and collectively the “Grantors”). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of April 21, 2017, among the Borrower, Holdings, Grantors, the other grantors party thereto, the Lenders from time to time party thereto and the Agent (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantors executed and delivered a Trademark Security Agreement, dated as of December 11, 2017 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on December 21, 2017 at Reel/Frame 6233/0840 (with respect to OMIX-ADA, Inc.), at Reel/Frame 6233/0207 (with respect to Superlift, LLC), and at Reel/Frame 6232/0497 (with respect to Ultra Axle, LLC);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of its right, title and interest in, to and under all of the following assets, whether then owned by or owing to, or thereafter acquired by or arising in favor of such Grantor, and regardless of where located: (a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments then or thereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing; but excluding any Excluded Assets (collectively, the “Trademark Collateral”); and

WHEREAS, the Agent and the Grantors acknowledge that the requirements for releasing the Security Interest in the Trademark Collateral have been met.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates and cancels the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in and to the Trademark Collateral, and (iii) re-assigns to each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.

Each Grantor, or any successor to such Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral of such Grantor), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the Effective Date.

JEFFERIES FINANCE LLC, as Administrative
Agent and Collateral Agent







By: 
Name: Paul Chisholm
Title: Managing Director





[Signature Page – Release of First Lien Security Interest in Trademarks]

TRADEMARK
REEL: 007176 FRAME: 0190

SCHEDULE I

Trademarks

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK	JURISDICTION
OMIX-ADA, INC.	4868366	12/8/2015	EXO-TOP	U.S. Federal
OMIX-ADA, INC.	4203582	9/4/2012	A PARTS FOR A CAUSE COMPANY DRIVE OFFROAD 	U.S. Federal
OMIX-ADA, INC.	4207600	9/11/2012	PARTS FOR A CAUSE 	U.S. Federal
OMIX-ADA, INC.	4136890	5/1/2012	PARTS FOR A CAUSE	U.S. Federal
OMIX-ADA, INC.	3589628	3/17/2009	OUTLAND	U.S. Federal
OMIX-ADA, INC.	3487124	8/19/2008	OUTLAND AUTOMOTIVE 	U.S. Federal
OMIX-ADA, INC.	3671044	8/18/2009	RUGGED RIDGE 	U.S. Federal
OMIX-ADA, INC.	3596653	3/24/2009	RUGGED RIDGE	U.S. Federal
OMIX-ADA, INC.	2457034	6/5/2001	Design Only 	U.S. Federal
SUPERLIFT, LLC	4421041	10/22/2013	SUPERLIFT S SUSPENSION SYSTEMS 	U.S. Federal
SUPERLIFT, LLC	4399830	9/10/2013	SUPERLIFT	U.S. Federal

SUPERLIFT, LLC	2690227	2/25/2003	SUPERLIFT 	U.S. Federal
SUPERLIFT, LLC	2097901	10/15/1996	BLACK DIAMOND	U.S. Federal
SUPERLIFT, LLC	2097491	10/15/1996	BLACK DIAMOND 	U.S. Federal
SUPERLIFT, LLC	646020	7/15/2013	SUPERLIFT MANUFACTURING	U.S. State - L.A.
SUPERLIFT, LLC	646021	7/15/2013	SUPERLIFT METALFORMING	U.S. State - L.A.
SUPERLIFT, LLC	645033	5/28/2013	SUPERLIFT SUSPENSION SYSTEMS	U.S. State - L.A.
SUPERLIFT, LLC	645034	5/28/2013	METALFORMS MANUFACTURING	U.S. State - L.A.
ULTRA AXLE, LLC	5031674	8/30/2016	ALLOY USA	U.S. Federal
ULTRA AXLE, LLC	3711291	11/17/2009	PG PRECISION GEAR 	U.S. Federal
ULTRA AXLE, LLC	3711290	11/17/2009	ALLOY USA 	U.S. Federal

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK
OMIX-ADA, INC	87288569	1/4/2017	RUGGED RIDGE
SUPERLIFT, LLC	87453276	5/17/2017	SUPERIDE