# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM640340

**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.		04/09/2021	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Tower Automotive Operations USA I, LLC		
Street Address:	17757 Woodland Dr.		
City:	New Boston		
State/Country:	MICHIGAN		
Postal Code:	48164		
Entity Type:	Limited Liability Company: DELAWARE		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	2411705	TOWER AUTOMOTIVE	

# **CORRESPONDENCE DATA**

Fax Number:

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.

Email: mamcdonough@paulweiss.com, cmannino@paulweiss.com,

mmcguire@paulweiss.com

Marissa McDonough **Correspondent Name:** 

Paul Weiss Rifkind Wharton & Garrison LLP Address Line 1:

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	22347-00005
NAME OF SUBMITTER:	Marissa McDonough
SIGNATURE:	/Marissa McDonough/
DATE SIGNED:	04/19/2021

#### **Total Attachments: 4**

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# NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release"), is entered into as of April 9, 2021 by JPMORGAN CHASE BANK, N.A., as agent for the Secured Parties (in such capacity, the "Agent") in favor of Tower Automotive Operations USA I, LLC, a Delaware limited liability company (the "Lien Grantor"). Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Security Agreement or the Trademark Security Agreement (each as defined below), as applicable.

WHEREAS, the Lien Grantor entered into that certain First Lien Revolving Credit Facility Security Agreement dated as of July 31, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Tower Automotive Holdings USA, LLC, the guarantors party thereto and the Agent;

WHEREAS, the Lien Grantor entered into (i) that certain Trademark Security Agreement dated as of July 31, 2007 (the "Trademark Security Agreement") pursuant to which the Lien Grantor granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising: (i) each Trademark owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; (ii) each Trademark License to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 20, 2017 at Reel 003604, Frame 0983; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Liens on and continuing security interest in the Trademark Collateral.

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

- 1. <u>Release of Security Interest</u>. The Agent hereby (i) terminates, cancels, releases and discharges all of its Liens on and security interests in the Trademark Collateral without representation, warranty or recourse of any kind or nature and (ii) terminates and cancels the Trademark Security Agreements.
- 2. <u>Further Assurances</u>. The Agent hereby authorizes the Lien Grantor or any of its designees to record this Release with the United States Patent and Trademark Office ("<u>USPTO</u>") and any other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Agent authorizes and requests that the USPTO record this Release.

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The Agent shall, at the Lien Grantor's sole cost and expense, take all further actions, and provide to the Lien Grantor, 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 Lien Grantor to more fully and effectively effectuate the purposes of this Release.

- 3. <u>Governing Law.</u> THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.
- 4. <u>Miscellaneous</u>. Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,

as Agent

By:

Name: Gene Riego de Dios Title: Executive Director

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# Schedule 1

# U.S. TRADEMARK REGISTRATIONS

TRADEMARK		REG. NO.	REG. DATE
Tower Automotive	_	2411705	12/12/2000
	U.S. TRADEMARK A	PPLICATIONS	
TRADEMARK	_	REG. NO.	REG. DATE
None.			
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	TRADEMARK L	ICENSES	
Name of	Parties	Date of	Subject
Agreement	Licensor/Licensee	Agreement	Matter

#94431355v4

**RECORDED: 04/19/2021** 

None.

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