

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM645149

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks (Second Lien) (Releases RF 6241/0028)		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent		05/07/2021	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LIBERTY TIRE RECYCLING, LLC		
<b>Street Address:</b>	600 River Avenue, 3rd floor		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15212		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4496464	THE ULTIMATE MULCH	
<b>Registration Number:</b>	4473690	RECYCLE. IT'S OUR COMMITMENT.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	7145401235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	060803-0006		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	05/07/2021		
<b>Total Attachments: 3</b>			

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**TRADEMARK**

**REEL: 007285 FRAME: 0678**

**RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)**

Release of Security Interest in Trademarks (Second Lien), dated as of May 7, 2021 by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent (“Releasor”) to LIBERTY TIRE RECYCLING, LLC (the “Releasee”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Grant of Security Interest in United States Trademarks (Second Lien), dated as of December 29, 2017 (the “Trademark Security Agreement”), recorded in the United States Patent and Trademark Office (“USPTO”) on January 2, 2018 under Reel/Frame 6241/0028, by Releasee to Releasor, the Releasee, to secure the satisfactory performance and payment in full of all the Secured Obligations (as defined in the Security Agreement) of the Releasee, granted to Releasor a security interest in (i) all of Releasee’s right, title and interest in, to and under all the Trademarks of the Releasee listed on Schedule A hereto, (ii) all Proceeds and products of any and all of the foregoing, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising for infringement of any of the Trademarks or unfair competition regarding the same (collectively, the “Trademark Collateral”); and

WHEREAS, the Releasee has requested, and Releasor has agreed to execute, acknowledge and deliver, this Release of Security Interest in Trademarks to terminate the Trademark Security Agreement and confirm the release, relinquishment and discharge of its continuing security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, including the satisfactory performance and payment in full of all the Secured Obligations of Releasee, the sufficiency and receipt of which are hereby acknowledged, Releasor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Trademark Security Agreement.

SECTION 2. Release of Security Interest. Releasor hereby, without any representation or warranty and without any recourse to Releasor, (a) terminates the Trademark Security Agreement and hereby terminates, releases, relinquishes and discharges its lien on and security interest in the Trademark Collateral; and (b) re-assigns and re-conveys to Releasee any and all right, title and interest Releasor may have in or to the Trademark Collateral.

Section 3. Governing Law. THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, Releasor has caused this Release of Security Interest in Trademarks (Second Lien) to be duly executed as of the date first written above.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Collateral Agent

A handwritten signature in cursive script, appearing to read "Tapia", written in dark ink on a light background.

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

Name: Nestor F Tapia

Title: Vice President

**SCHEDULE A**

**TRADEMARKS**

<b>Trademark</b>	<b>App No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
THE ULTIMATE MULCH	85924092	5/6/2013	4496464	3/11/2014	Liberty Tire Recycling, LLC
RECYCLE. IT'S OUR COMMITMENT.	85793751	12/4/2012	4473690	1/28/2014	Liberty Tire Recycling, LLC

**TRADEMARK**

**REEL: 007285 FRAME: 0681**

**RECORDED: 05/07/2021**

**Schedule A**