TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM645155 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: Release of Security Interest in Trademarks (Second Lien) (Releases RF

6894/0243)

4 **SEQUENCE:**

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent		05/07/2021	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	LAKIN TIRE WEST LLC
Street Address:	600 River Avenue, 3rd floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15212
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2372166	LAKIN TIRE
Registration Number:	2370129	

CORRESPONDENCE DATA

7147558290 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.

Phone: 7145401235 ipdocket@lw.com Email: Latham & Watkins LLP Correspondent Name:

Address Line 1: 650 Town Center Drive, Suite 2000 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	060803-0006
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	05/07/2021

Total Attachments: 3

TRADEMARK REEL: 007285 FRAME: 0707

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TRADEMARK REEL: 007285 FRAME: 0708

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 LAKIN TIRE WEST LLC (the "Releasee").

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to that certain Grant of Security Interest in United States Trademarks (Second Lien), dated as of March 12, 2020 (the "<u>Trademark Security Agreement</u>"), recorded in the United States Patent and Trademark Office ("<u>USPTO</u>") on March 13, 2020 under Reel/Frame 6894/0243, 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 <u>Schedule A</u> 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 "<u>Trademark Collateral</u>"); and

WHEREAS, the Release 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. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Trademark Security Agreement.
- SECTION 2. <u>Release of Security Interest</u>. 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. <u>Governing Law.</u> 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.

TRADEMARK
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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

By:___ Name:

Nestor F Tapia

Title:

Vice President

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RECORDED: 05/07/2021

SCHEDULE A

TRADEMARKS

Trademark	App No.	App. Date	Reg. No.	Reg. Date	Owner
LAKIN TIRE	75582990	11/2/1998	2372166	8/1/2000	Lakin Tire West, LLC
DESIGN	75581463	11/2/1998	2370129	7/25/2000	Lakin Tire West, LLC

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