

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM666457

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		08/10/2021	Limited Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	DAYTON PARTS, LLC
<b>Street Address:</b>	3500 INDUSTRIAL ROAD
<b>City:</b>	HARRISBURG
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	17110
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Registration Number:</b>	4821744	STANLEY SPRINGS
<b>Registration Number:</b>	4849718	EAGLE SUSPENSIONS
<b>Registration Number:</b>	4826007	DAYTON PARTS
<b>Registration Number:</b>	4821743	BATCO
<b>Registration Number:</b>	4940426	DP EVERYWHERE
<b>Serial Number:</b>	86929039	DAYTON PARTS TRUEFIT PLUS
<b>Serial Number:</b>	87084882	DP
<b>Serial Number:</b>	87144842	TRUEFIT

## CORRESPONDENCE DATA

Fax Number: 6502515002

*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: (650)251-5073

Email: ksolomon@stblaw.com

Correspondent Name: CORINA MCINTYRE, ESQ.

Address Line 1: SIMPSON THACHER &amp; BARTLETT LLP

Address Line 2: 2475 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304-1114

CH \$215.00 4821744

<b>ATTORNEY DOCKET NUMBER:</b>	003691/0005
<b>NAME OF SUBMITTER:</b>	CORINA MCINTYRE
<b>SIGNATURE:</b>	/CM/
<b>DATE SIGNED:</b>	08/10/2021

**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this “Release”), dated as of August 10, 2021, is made by Antares Capital LP, in its capacity as administrative agent (the “Agent”), in favor of DAYTON PARTS, LLC, a Delaware limited liability company (the “Grantor”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 4, 2012 (as amended, restated, supplemented and/or modified from time to time (the “Credit Agreement”) and that certain Guaranty and Security Agreement dated as of May 4, 2012 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor and the other parties party thereto in favor of the Agent, and those certain agreements described on Annex I attached hereto (the “IP Security Agreement”), the Grantor granted a security interest in certain collateral in favor of the Agent, including the IP Collateral (as hereinafter defined);

WHEREAS, the IP Security Agreement was recorded by the U.S. Patent and Trademark Office on December 22, 2016, at Reel 5951 and Frame 0760; and

WHEREAS, the Agent now desires to release and restore all right, title and interest in and to the IP Collateral to the Grantor and to terminate and release the IP Security Agreement and the entirety of its security interest in the IP Collateral, including the items described on Annex II attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. Definitions. The term “IP Collateral”, as used herein, shall mean all of the Grantor’s right, title or interest in, or to any and all of the Trademark Collateral, including the items listed on Annex II attached hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement, Security Agreement or IP Security Agreement, as applicable.

2. Release of Security Interest. The Agent, without recourse, representation or warranty and at the Grantor’s sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its security interest in and to the IP Collateral, the IP Security Agreement and any and all right, title and interest of the Agent in, to and under the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Agent’s security interest in the IP Collateral.

3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. Electronic signatures will have the same force and effect as manual signatures.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

**ANTARES CAPITAL LP,**  
as Agent

*Joshua Becker*

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

Name: Joshua Becker

Title: Duly Authorized Signatory






**ANNEX I**

Trademark Security Agreement against Dayton Parts, LLC in favor of Antares Capital LP, as Agent, dated as of December 22, 2016 and recorded with the United States Patent and Trademark Office on December 22, 2016 at Reel/Frame 5951/0760.

**ANNEX II**

**Trademark Registrations and Applications**

Reel 5951/Frame 0760

<b><u>Credit Party</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Trademarks</u></b>	<b><u>Filing Date</u></b>	<b><u>Application or Registration No.</u></b>
Dayton Parts, LLC	US		9/29/2015	4821744
Dayton Parts, LLC	US		11/10/2015	4849718
Dayton Parts, LLC	US		10/6/2015	4826007
Dayton Parts, LLC	US		9/29/2015	4821743
Dayton Parts, LLC	US		4/19/2016	4940426
Dayton Parts, LLC	US	DAYTON PARTS TRUEFIT PLUS	3/4/2016	86929039 (Application No.)
Dayton Parts, LLC	US	DP	6/27/2016	87084882 (Application No.)
Dayton Parts, LLC	US	TRUEFIT	8/19/2016	87144842 (Application No.)