

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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			
Name:	DAYTON PARTS, LLC		
Street Address:	3500 INDUSTRIAL ROAD		
City:	HARRISBURG		
State/Country:	PENNSYLVANIA		
Postal Code:	17110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5241260	MIDLINE	
Serial Number:	88019338	TRUEFIT EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	6502515073		
Email:	ksolomon@stblaw.com		
Correspondent Name:	CORINA MCINTYRE, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	2475 HANOVER STREET		
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1114		
ATTORNEY DOCKET NUMBER:	003691/0005		
NAME OF SUBMITTER:	CORINA MCINTYRE		
SIGNATURE:	/CM/		
DATE SIGNED:	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 July 31, 2018, at Reel 6398 and Frame 0554; 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 July 31, 2018 and recorded with the United States Patent and Trademark Office on July 31, 2018 at Reel/Frame 6398/0554.

ANNEX II

Trademark Registrations and Applications

Reel 6398/Frame 0554

<u>Credit Party</u>	<u>Jurisdiction</u>	<u>Trademarks</u>	<u>Filing Date or Registration Date</u>	<u>Application or Registration No.</u>
Dayton Parts, LLC	US	MIDLINE	July 11, 2017	5241260
Dayton Parts, LLC	US	TRUEFIT EXPRESS	June 28, 2018	88019338 (Application No.)