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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM673758

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Abacus Finance Group, LLC		10/30/2020	Limited Liability Company:

# **RECEIVING PARTY DATA**

Name:	PerTronix, LLC	
Street Address:	440 E. Arrow HWY	
City:	San Dimas	
State/Country:	CALIFORNIA	
Postal Code:	91773	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark	
Registration Number:	1160631	IGNITOR	
Registration Number:	3452719	FLAME-THROWER	
Registration Number:	2107938	FLAME-THROWER	
Registration Number:	2748332	SECOND STRIKE	
Registration Number:	2597985	SMITHY'S	
Registration Number:	3789025	VARAFLOW	
Registration Number:	4425496	JBA	
Registration Number:	2273526	SPYKE	
Registration Number:	2289816	UNLESS YOU'RE THE LEAD DOG, THE VIEW NEV	
Registration Number:	5165442	COMPU-FIRE	

# **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.

**Phone:** 3127268129

Email: chiipdocket@icemiller.com

Correspondent Name: Natalie Northup

Address Line 1: 200 West Madison St., Suite 3500

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Natalie Northup
SIGNATURE:	/Natalie Northup/
DATE SIGNED:	09/10/2021
Total Attachments: 3	

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") dated as of October 30, 2020, from Abacus Finance Group, LLC, in its capacity as agent for the Secured Parties (the "Agent"), in favor of PerTronix, LLC, a Delaware limited liability company (the "Grantor").

### WITNESSETH:

WHEREAS, in connection with the Trademark Security Agreement, dated as of August 31, 2016 (as amended, supplemented or otherwise modified prior to the date hereof, the "<u>Trademark Security Agreement</u>"), the Agent was granted a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement) from the Grantor (all capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth or referenced in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the "<u>USPTO</u>") on August 31, 2016 at Reel 5870, Frame 0041; and

WHEREAS, the Agent now wishes to release its liens on, and security interests in, the Trademark Collateral in the Trademark Security Agreement, including, without limitation, the trademarks as set forth on Schedule A attached hereto.

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

- 1. <u>Release of Security Interest</u>. The Agent hereby terminates the Trademark Security Agreement and terminates, releases and discharges all of its security interest in the Trademark Collateral, including any associated goodwill or common law rights, and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to the Grantor.
- 2. <u>Recordation.</u> The Grantor or its authorized agent is authorized to record this Agreement with the USPTO.
- 3. <u>Governing Law.</u> This Agreement and the rights and obligations of the parties under this Agreement shall be construed in accordance with and governed by the laws of the State of New York.
- 4. <u>Further Assurances</u>. The Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

(Signature page follows)

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

ABACUS FINANCE GROUP, LLC,

as Agent

By: // // Name: Kafal Rydzewski

Title: Vice President

**REEL: 007418 FRAME: 0737** 

# Schedule A

# TRADEMARK REGISTRATIONS

Grantor	Trademark	Trademark Number	Trademark Registration Number	Date of Registration
PerTronix, LLC	Ignitor	73/177064	1,160,631	7/14/81
PerTronix, LLC	Flame-Thrower	77/282323	3,452,719	6/24/08
PerTronix, LLC	Flame-Thrower	75/102389	2,107,938	10/21/97
PerTronix, LLC	Second Strike	76/331654	2,748,332	8/5/03
PerTronix, LLC	Smithy's	76/331652	2,597,985	7/23/02
PerTronix, LLC	Varaflow	76/696947	3,789,025	5/18/10
PerTronix, LLC	JBA	85/887095	4,425,496	10/29/13
PerTronix, LLC	SPYKE	75/376956	2,273,526	8/31/99
PerTronix, LLC	UNLESS YOU'RE THE LEAD DOG, THE VIEW NEVER CHANGES!	75/376955	2,289,816	11/2/99
PerTronix, LLC	Compufire	87126424	5165442	3/21/17

**RECORDED: 09/10/2021**