

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM674416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT		08/27/2021	Bank:
RECEIVING PARTY DATA			
Name:	VEHLO INTERMEDIATE, LP (f/k/a AUTO BRANDS INTERMEDIATE, LLC)		
Street Address:	2035 Lakeside Centre Way		
Internal Address:	Suite 100		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37922		
Entity Type:	Limited Partnership: DELAWARE		
Name:	VEHLO PURCHASER, LLC (f/k/a AUTO BRANDS PURCHASER, LLC),		
Street Address:	2035 Lakeside Centre Way		
Internal Address:	Suite 100		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37922		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	TEXT2DRIVE, LLC (f/k/a TEXT TO DRIVE)		
Street Address:	205 W. Highland Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53203		
Entity Type:	Limited Liability Company: COLORADO		
Name:	CSB TECHNOLOGIES, INC.		
Street Address:	9915 Businesspark Avenue		
Internal Address:	Suite C		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92131		
Entity Type:	Corporation: NEVADA		

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Name:	360 PAYMENT SOLUTIONS, LLC
Street Address:	187 E. Hamilton Ave
Internal Address:	Suite 102
City:	Campbell
State/Country:	CALIFORNIA
Postal Code:	95008
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	CIRCLE INDUSTRIES AND TECHNOLOGIES, INC.
Street Address:	P.O. Box 1066
City:	Arvada
State/Country:	COLORADO
Postal Code:	80001
Entity Type:	Corporation: COLORADO
Name:	AUTOSERVE1 INC.
Street Address:	2035 Lakeside Centre Way
Internal Address:	Suite 100
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2010089	ANIMACTION
Registration Number:	3099865	OMNIQUE
Serial Number:	77488306	CREATING TRUST AT THE POINT OF DECISION
Registration Number:	4487261	AUTOSERVE1
Serial Number:	87876986	SHOPBOSSPRO
Serial Number:	88360993	TEXT2DRIVE
Serial Number:	88361007	
Registration Number:	5920282	SHOP BOSS

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Sarah Gohary

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

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Address Line 4: New York, NEW YORK 10153	
ATTORNEY DOCKET NUMBER:	Sarah Gohary- 78979.0001
NAME OF SUBMITTER:	SARAH GOHARY
SIGNATURE:	/SARAH GOHARY/
DATE SIGNED:	09/14/2021
Total Attachments: 3 source=1.Vehlo - Termination and Release of Intellectual Property Security Agreement#page1.tif source=1.Vehlo - Termination and Release of Intellectual Property Security Agreement#page2.tif source=1.Vehlo - Termination and Release of Intellectual Property Security Agreement#page3.tif	

**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Termination and Release*”) is granted as of August 27, 2021 by **SILICON VALLEY BANK**, as Administrative Agent (the “*Assignee*”), in favor of **VEHLO INTERMEDIATE, LP** (f/k/a AUTO BRANDS INTERMEDIATE, LLC), a Delaware limited partnership (“*Holdings*”), **VEHLO PURCHASER, LLC** (f/k/a AUTO BRANDS PURCHASER, LLC), a Delaware limited liability company (“*Borrower*”), **TEXT2DRIVE, LLC** (f/k/a TEXT TO DRIVE), a Colorado limited liability (“*Text2Drive*”), **CSB TECHNOLOGIES, INC.**, a Nevada corporation (“*CSB*”), **360 PAYMENT SOLUTIONS, LLC**, a California limited liability company (“*360*”), **AUTOSERVE1 INC.**, an Ontario corporation (“*Autoserve1*”) and **CIRCLE INDUSTRIES AND TECHNOLOGIES, INC.**, a Colorado corporation (“*Circle*”, and together with Holdings, Borrower, Text2Drive, CSB, 360, Autoserve1 and Circle, collectively, the “*Grantor*”).

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of September 6, 2019 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Grant*”) granting the Assignee a security interest in and lien on certain trademarks and trademark applications (“*Trademarks*”) described therein, which was recorded with the United States Patent and Trademark Office (“*USPTO*”) on September 9, 2019, at Reel 6739, Frame 0629;

WHEREAS, Grantor has requested that Assignee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Grantor in, to and under all of the Trademarks as herein provided; and

WHEREAS, Grantor has requested that the Assignee provide a document suitable for recording with the USPTO to evidence the release of the Assignee’s security interests in and liens on the certain Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:

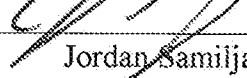
1. terminates the Grant and releases, terminates and discharges all liens and security interests in Grantor’s right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including those certain Trademarks identified in Schedule I hereto; and
2. authorizes and requests that this Termination and Release be recorded at the USPTO.

THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Signature page follows]

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

SILICON VALLEY BANK,
as Administrative Agent


By: 
Name: Jordan Samiljan
Title: Director

SCHEDULE I TO TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Trademarks

Loan Party	Mark	Jurisdiction	Registration No.	Registration Date
AutoServe! Inc.	AUTOSERVE!	U.S.	4,487,281	02-25-2014
	ANIMACTION	U.S.	2,616,889	10-22-1996
	AUTOSERVE!	Canada	1609077 TMA880949	06-27-2014
	CREATING TRUST AT THE POINT OF DECISION	Canada	1383138 TMA741255	08-02-2009
	ANIMACTION	Canada	0700217 TMA411237 (cancelled)	04-04-1993
Circle Industries and Technologies, Inc.	OMNISQUE	U.S.	3,093,865	06-06-2006

Pending Trademark Applications

Loan Party	Mark	Jurisdiction	Application No.	Filing Date
Text to Drive		U.S.	88361607	03-28-2019
	TEXT2DRIVE	U.S.	88360993	03-28-2019
CSB Technologies, Inc.	SHOP BOSS	U.S.	82410094	05-15-2019
	SHOP BOSS PRO	U.S.	87876996	04-13-2018
AutoServe! Inc.	CREATING TRUST AT THE POINT OF DECISION	U.S.	77485,304 (abandoned)	06-02-2008
	MAKING SERVICE EASIER TO SELL	Canada	1160918 (abandoned)	06-15-2005
	AUTODRIVE	Canada	1160820 (abandoned)	06-15-2005

Registered Trademarks and Pending Trademark Applications Licensed

Loan Party	Licensee	Name and Date of License Agreement	Description of Licensed Intellectual Property Rights
CSB Technologies, Inc.	Dynasys Ventures, Inc.	Consulting Services Agreement dated as of August 16, 2016	OBO integration tool
	Pilgrim Operations, LLC	Master Trademark Agreement dated as of January 16, 2017	Garage Rehab TV sponsorship
AutoServe! Inc.	MAM Software, Inc.	Software License and Reseller Agreement dated October 28, 2016	Source Code Agreement