

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM679219

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACF FINCO I LP		09/30/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Continental Battery Company		
<b>Street Address:</b>	4919 Woodall Street		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75247		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6062220	BATTERYWHOLESALE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>			
<b>Phone:</b>	212-841-0406		
<b>Email:</b>	melissa.karasavidis@ropesgray.com		
<b>Correspondent Name:</b>	Melissa Karasavidis, Ropes & Gray LLP		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8704		
<b>ATTORNEY DOCKET NUMBER:</b>	HIGM-149-003		
<b>NAME OF SUBMITTER:</b>	Melissa Karasavidis		
<b>SIGNATURE:</b>	/Melissa Karasavidis/		
<b>DATE SIGNED:</b>	10/06/2021		
<b>Total Attachments: 3</b>			
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source=Release of Security Interest in Trademark ACF FINCO I LP#page2.tif			
source=Release of Security Interest in Trademark ACF FINCO I LP#page3.tif			

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**RELEASE OF SECURITY INTEREST IN TRADEMARK**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK** (this “Release”), dated as of September 30, 2021, is made by ACF FINCO I LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”) in favor of Continental Battery Company, a Texas corporation (the “**Grantor**”). Unless otherwise defined herein, terms defined in the ABL Security Agreement and used herein have the meaning given to them in the ABL Security Agreement.

**WHEREAS**, pursuant to that (i) certain ABL Security Agreement, dated as of January 20, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**ABL Security Agreement**”), among the Grantor, the other grantors party thereto and the Administrative Agent and (ii) certain Trademark Security Agreement, dated as of January 20, 2021 (the “**Trademark Security Agreement**”), made by the Grantor in favor of the Administrative Agent, the Grantor granted and pledged to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in the Trademark listed on Schedule 1 attached hereto (the “**Released Trademark**”); and

**WHEREAS**, the security interest in the Released Trademark granted and pledged by the Grantor to the Administrative Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on January 21, 2021 at Reel 7207, Frame 0137; and

**WHEREAS**, the Grantor has requested that the Administrative Agent release its security interest in all right, title and interest in, to and under the Released Trademark;

**WHEREAS**, the Administrative Agent has agreed to terminate, release and discharge its security interest and lien on the Released Trademark and reassign any and all of the right, title, and interest the Administrative Agent may have in and to the Released Trademark to Grantor; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent, without any recourse to the Administrative Agent and without representation and warranty of any kind, hereby releases and discharges all of its mortgages, liens and security interests in all of the Grantor’s right, title and interest in, to and under the Released Trademark, which had been granted under the Trademark Security Agreement and hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Released Trademark to the Grantor.


2. The Administrative Agent authorizes and requests that the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Release.

3. **THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Trademark to be duly executed as of the date first set forth above.


ACF FINCO I LP,  
as Administrative Agent and Collateral Agent

By:   
Name: *Olek Siskupak*  
Title: *Authorized Signer*

[Signature Page to Release of Security Interest in Trademarks (Term Loan)]

TRADEMARK  
REEL: 007444 FRAME: 0112

**Schedule 1**  
**to**  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Continental Battery Company	 battery professionals	6062220	05/26/2020