

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699796

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900658490

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AEA DEBT MANAGEMENT LP, as Second Lien collateral agent		11/18/2021	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	SIMPSON PERFORMANCE PRODUCTS, INC.
Street Address:	1801 Russellville Road
City:	Bowling Green
State/Country:	KENTUCKY
Postal Code:	42101
Entity Type:	Corporation: TEXAS
Name:	DRAKE AUTOMOTIVE GROUP, LLC
Street Address:	1801 Russellville Road
City:	Bowling Green
State/Country:	KENTUCKY
Postal Code:	42101
Entity Type:	Limited Liability Company: DELAWARE
Name:	PROFORGED, LLC
Street Address:	1801 Russellville Road
City:	Bowling Green
State/Country:	KENTUCKY
Postal Code:	42101
Entity Type:	Limited Liability Company: NEW JERSEY

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4986223	BANDIT
Registration Number:	3831255	CLEARWATER LIGHTS
Registration Number:	3640664	EJECT
Registration Number:	5336330	GHOST
Registration Number:	5133590	GHOST BANDIT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1714637	HANS
Registration Number:	3811356	QUICK CLICK
Registration Number:	6063424	SIMPSON
Registration Number:	6063425	SIMPSON
Registration Number:	3026333	SIMPSON
Registration Number:	3026334	SIMPSON
Registration Number:	3050920	SIMPSON
Registration Number:	1243427	SIMPSON
Registration Number:	5024936	TWISTED STITCH SEATS
Registration Number:	4869007	C CORSO FEROCCE
Registration Number:	5255224	DRAKE AUTOMOTIVE GROUP
Registration Number:	6026540	DRAKE MUSCLE CARS
Registration Number:	3239296	FENDER GRIPPER
Registration Number:	5089908	SCOTT DRAKE
Registration Number:	4563035	PROFORGED
Registration Number:	4420704	REV WHEELS
Serial Number:	88877112	DRP
Serial Number:	88551003	LEGENDARY WHEELS
Serial Number:	90006650	LEGENDARY WHEELS L

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 22946.00306

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 01/05/2022

Total Attachments: 6

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Second Lien Release of Security Interest in Trademarks

This Second Lien Release of Security Interest in Trademarks, dated as of November 18, 2021 (the “Release”), is made by AEA DEBT MANAGEMENT LP, as Second Lien Collateral Agent (in such capacity, the “Agent”) in favor of SIMPSON PERFORMANCE PRODUCTS, INC., DRAKE AUTOMOTIVE GROUP, LLC and PROFORGED, LLC (each, a “Grantor” and collectively, the “Grantors”).

WHEREAS, by (i) that certain Second Lien Security Agreement, dated as of October 26, 2018 in favor of Agent (as amended, restated, or modified from time to time, the “Security Agreement”) and (ii) that certain related second lien Grant of Security Interest in Trademark Rights, dated as of January 8, 2021 in favor of Agent (as amended, restated, or modified from time to time, the “Trademark Security Agreement”; capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement, as applicable), the Grantors granted to Agent, for the benefit of the Secured Parties, a lien on and security interest in all of the Grantors’ right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement), including those Trademarks listed on Schedule I hereto;

WHEREAS, the Grantors desire Agent to release, discharge, terminate and cancel its lien on and security interest in the Collateral of the Grantors (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent, on behalf of the Secured Parties, does hereby release, discharge, terminate and cancel any and all of its right, title and interest in and to the Collateral of the Grantors (as defined in the Trademark Security Agreement), including any and all goodwill relating to the same, and assigns, transfers and conveys to Grantors any and all of its rights, title and interests in the Collateral.

The Agent, without representation or warranty of any kind, terminates and cancels this Trademark Security Agreement.

The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

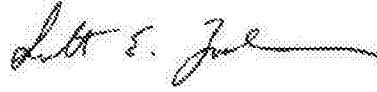
This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

AEA DEBT MANAGEMENT LP,
as Second Lien Collateral Agent,

By: AEA Debt Management GP LLC,
its general Partner

By:



Name: Scott E. Zoellner

Title: Vice President

[Signature Page to Second Lien Trademark Release]