

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, successor to BBVA USA f/k/a Compass Bank		11/30/2021	National Banking Association:
RECEIVING PARTY DATA			
Name:	Adell Group, LLC		
Street Address:	200 Adell Blvd.		
City:	Sunnyvale		
State/Country:	TEXAS		
Postal Code:	75182		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Powerflow, Inc.		
Street Address:	1714 Broadway		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14212		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2434962	ULTIMATE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,brittany.fox@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		

OP \$40.00 2434962

SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	12/04/2021
Total Attachments: 6 source=Powerflow IP Security Agreement Termination(152882565.1)#page1.tif source=Powerflow IP Security Agreement Termination(152882565.1)#page2.tif source=Powerflow IP Security Agreement Termination(152882565.1)#page3.tif source=Powerflow IP Security Agreement Termination(152882565.1)#page4.tif source=Powerflow IP Security Agreement Termination(152882565.1)#page5.tif source=Powerflow IP Security Agreement Termination(152882565.1)#page6.tif	

TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 30, 2021 (this "Termination"), is made by **PNC BANK, NATIONAL ASSOCIATION**, successor to BBVA USA f/k/a Compass Bank, in its capacity as administrative agent pursuant to the Credit Agreement as defined below (in such capacity, the "Administrative Agent"), in favor of **ADELL GROUP, LLC**, a Delaware limited liability company f/k/a Adell Group, Inc. ("Adell") and **POWERFLOW, INC.**, a New York Corporation ("Powerflow", and together with Adell, collectively, jointly and severally, the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the IP Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 25, 2019, by and among Vehicle Accessories, Inc., a Delaware corporation formerly known as Dealer Products Corporation (the "Borrower"), Dealer Products Holdings, Inc., a Delaware corporation ("Holdings"), the other Loan Parties party thereto, the lenders from time to time party thereto (the "Lenders") and Administrative Agent, as administrative agent and collateral agent for the Lenders (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders agreed to provide affiliates of the Grantor with certain credit facilities;

WHEREAS, the Grantor, pursuant to that certain Intellectual Property Security Agreement, dated as of June 25, 2019, by the Grantor in favor of the Administrative Agent (the "IP Security Agreement"), granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in and continuing lien on all of the Grantor's IP Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office on July 3, 2019, at Reel 049679, Frame No. 0085 and at Reel 6686, Frame No. 0708; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all of such IP Collateral, including, without limitation, the Copyrights identified on Schedule 1 attached hereto, the Trademarks identified on Schedule 2 attached hereto and the Patents identified on Schedule 3 attached hereto.

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

1. Release of Lien. The Administrative Agent hereby terminates the IP Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that it has in, to and under the IP Collateral, including, without limitation, the Copyrights identified on Schedule 1 attached hereto, the Trademarks identified on Schedule 2 attached hereto and the Patents identified on Schedule 3 attached hereto.

2. Authorization to Record. The Administrative Agent authorizes and requests that the United States Patent and Trademark Office, the United States Copyright Office and any applicable government officer record this Termination.

3. Further Assurances. The Administrative Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.

4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination of Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Glenn D. Kreuzer
Title: Senior Vice President

[Signature Page to Termination of Intellectual Property Security Agreement]

TRADEMARK
REEL: 007517 FRAME: 0564

COPYRIGHTS

None.

TRADEMARKS

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Registration No.</u>
Powerflow, Inc.	ULTIMATE	02-Dec-1999	243496 2

PATENTS

<u>Grantor</u>	<u>Patents</u>	<u>Filing Date</u>	<u>Registration No.</u>
Adell Group, Inc.	TOOL FOR DISCLOSING AND CORRECTING DIMENSIONAL NON-COMPLIANCE OF AN EDGE PRIOR TO MOUNTING AN EDGE GUARD	7-July-2016	10,113,850
Adell Group, Inc.	METHOD AND APPARATUS FOR POSITIONING DOOR EDGE GUARD	25-Oct-2010	8,709,180