

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM698824

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 7433/0546

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		12/30/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	AAAG-OHIO, LLC
Street Address:	4700 Grovepoint Road
City:	Columbus
State/Country:	OHIO
Postal Code:	43207-5217
Entity Type:	Limited Liability Company: DELAWARE
Name:	LIQUID MOTORS INC.
Street Address:	1755 North Collins Blvd.
Internal Address:	Suite 109
City:	Richardson
State/Country:	TEXAS
Postal Code:	75080
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3157732	M
Registration Number:	3114149	LIQUID MOTORS
Registration Number:	2473486	"WHERE DEALERS GO FOR ANSWERS"

CORRESPONDENCE DATA

Fax Number: 4154391500

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.

Email: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2: 555 California Street, Suite 2700

CH \$90.00 3157732

Address Line 4:	San Francisco, CALIFORNIA 94104
ATTORNEY DOCKET NUMBER:	51685-3
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	12/30/2021
Total Attachments: 3 source=AAAG - TM Release (Executed)#page1.tif source=AAAG - TM Release (Executed)#page2.tif source=AAAG - TM Release (Executed)#page3.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (“Trademark Release”) is made as of December 30, 2021, by **JEFFERIES FINANCE LLC**, a Delaware limited liability company (“Collateral Agent”) in favor of **AAAG-OHIO, LLC**, a Delaware limited liability company with principal offices at 4700 Grovepoint Road, Columbus, OH 43207-5217 and **LIQUID MOTORS INC.**, a Delaware corporation with principal offices at 1755 North Collins Blvd., Suite 109, Richardson, Texas 75080 (each, a “Grantor”, and collectively, the “Grantors”).

WITNESSETH:

WHEREAS, the Grantors entered into a certain trademark security agreement dated September 27, 2021 (the “Trademark Security Agreement”) with Collateral Agent, notice of which was recorded on September 27, 2021 at the United States Patent and Trademark Office at Reel 7433, Frame 0546.

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

WHEREAS, each Grantor granted the Collateral Agent, under the terms of the Trademark Security Agreement, a continuing security interest (the “Security Interest”) in favor of the Collateral Agent, in and to all of the Marks listed in **Schedule A**, which Security Interest included, (i) all of each Grantor’s right, title and interest in, to and under the Marks, (ii) all rights and privileges arising under applicable law with respect to each Grantor’s use of the Marks, (iii) all reissues, continuations, extensions and renewals of the Marks and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the Marks, including damages, claims and payments for past, present or future infringements of the Marks, (v) all rights corresponding to the Marks throughout the world, (vi) all the goodwill of the business with which the Marks are associated and (vii) rights to sue for past, present and future infringements or dilutions of the Marks or other injuries thereto.


WHEREAS, the Collateral Agent has agreed to terminate and release, in full, the Security Interest as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, terminates and discharges, in full, the Security Interest and any and all of its interest in the Marks of the Grantors, and assigns, transfers and conveys to Grantors any rights granted to Collateral Agent under the Security Interest and any interest in such intellectual property.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Trademark Release to be executed as of the day and year first written above.


JEFFERIES FINANCE LLC,
as Collateral Agent

By:  _____

Name: Jonathan Ciuffreda
Title: Managing Director

SCHEDULE A

Trademark Registrations/Applications

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
M and Design 	LIQUID MOTORS INC.	78736557	19-Oct-05	3157732	17-Oct-06
LIQUID MOTORS	LIQUID MOTORS INC.	78661008	29-Jun-05	3114149	11-Jul-06
"WHERE DEALERS GO FOR ANSWERS"	AAAG-OHIO, LLC	76068798	12-Jun-00	2473486	31-Jul-01