

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crescent Direct Lending, LLC		05/05/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Auto-Vehicle Parts LLC		
Street Address:	100 Homan Drive		
City:	Cold Spring		
State/Country:	KENTUCKY		
Postal Code:	41076		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1899573	MASTERPLUG	
Registration Number:	4707427	MASTERPLUG	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	morgan.roth@kslaw.com		
Correspondent Name:	King & Spalding LLP, ATTN: Morgan Roth		
Address Line 1:	1180 Peachtree Street, NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	19092.015007		
NAME OF SUBMITTER:	Morgan Roth		
SIGNATURE:	/Morgan Roth/		
DATE SIGNED:	05/06/2022		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of May 5, 2022 (this “Release”) is made by CRESCENT DIRECT LENDING, LLC, acting in its capacity as administrative agent and collateral agent (in such capacity, the “Administrative Agent”) under that certain Trademark Security Agreement, dated as of June 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”) by and between Auto-Vehicle Parts LLC (f/k/a Marli Manufacturing Co., LLC), a Delaware limited liability company (the “Grantor”) and the Administrative Agent. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on July 16, 2018 at reel 006381, frame 0558, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest and Lien on all of the Grantor’s right, title and interest in, to and under its owned or thereafter acquired Trademarks, including those set forth on the attached Schedule 1, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the foregoing including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark (the “Trademark Collateral”);

WHEREAS, pursuant to that certain Payoff Letter, dated as of May 5, 2022, by and between among others, the Grantor and the Administrative Agent, the Grantor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (the “Released Collateral”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the security interest created under the Trademark Security Agreement in the Released Collateral, (b) release its security interest in and Lien on the Released Collateral, (c) discharge any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Released Collateral, (d) reassigns all rights and interests it may have in the Released Collateral and (e) authorizes and directs the Grantor and its respective counsel and designees, without further notice, to file this Release with the United States Patent and Trademark Office.

Delivery of an executed signature page to this agreement by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof. Any signature to this agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this agreement. It is understood and agreed that the words “execution”, “signed”, “signature”, “delivery” and words of like import in

or relating to this agreement shall be deemed to include any electronic signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State


Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.


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IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

CRESCENT DIRECT LENDING, LLC,
as Administrative Agent

By: Crescent Capital Group LP, its sole member

By: 
Name: Jake Garmey
Title: Managing Director

By: 
Name: Jay Livermore
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
MasterPlug TM	1,899,573	6/13/1995
MasterPlug TM	4,707,427	3/24/2015

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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