

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 6579/0897		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Owl Rock Capital Corporation		08/19/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	HT IP LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Republic Parking System, LLC (f/k/a Republic Parking System Inc.)		
Street Address:	633 Chesnut St		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37450		
Entity Type:	Limited Liability Company: TENNESSEE		
Name:	Republic Parking Northwest, LLC (f/k/a Republic Parking Northwest, Inc.)		
Street Address:	1201 Pacific Ave		
City:	Tacoma		
State/Country:	WASHINGTON		
Postal Code:	98402		
Entity Type:	Limited Liability Company: WASHINGTON		
Name:	Imperial Parking (U.S.), LLC (f/k/a Imperial Parking (U.S.), Inc.)		
Street Address:	510 Walnut Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19106		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86613941	HANG TAG	

900716315

TRADEMARK
REEL: 007832 FRAME: 0344

CH \$65.00 86613941

Property Type	Number	Word Mark
Registration Number:	1518209	REPUBLIC PARKING SYSTEM
CORRESPONDENCE DATA		
Fax Number:	3128622200	
<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:	3128622000	
Email:	rob.soneson@kirkland.com	
Correspondent Name:	Rob Soneson	
Address Line 1:	300 N LaSalle	
Address Line 2:	Kirkland & Ellis LLP	
Address Line 4:	Chicago, ILLINOIS 60654	
ATTORNEY DOCKET NUMBER:	53097-1	
NAME OF SUBMITTER:	Rob Soneson	
SIGNATURE:	/rsoneson/	
DATE SIGNED:	08/25/2022	
Total Attachments: 4		
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the “Release”) is made as of August 19, 2022, by OWL ROCK CAPITAL CORPORATION, as Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “Collateral Agent”), in favor of HT IP LLC, a Delaware limited liability company, REPUBLIC PARKING SYSTEM, LLC (f/k/a REPUBLIC PARKING SYSTEM INC.), a Tennessee limited liability company, REPUBLIC PARKING NORTHWEST, LLC (f/k/a REPUBLIC PARKING NORTHWEST, INC.), a Washington limited liability company and IMPERIAL PARKING (U.S.), LLC, (f/k/a IMPERIAL PARKING (U.S.), INC.), a Delaware limited liability company (each a “Grantor”, and collectively the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the meanings given to the in the Trademark Security Agreement (as defined below), whether directly therein or by reference to another agreement.

W I T N E S S E T H

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of November 28, 2018 (as may have been amended, modified, extended, restated, replaced, or supplemented from time to time, the “Security Agreement”), Grantors executed and delivered that certain Trademark Security Agreement, dated as of March 1, 2019 (as may have been amended, modified, extended, restated, replaced, or supplemented from time to time, the “Trademark Security Agreement”) in favor of Collateral Agent, which was recorded with the U.S. Patent and Trademark Office on March 1, 2019 at Reel 6579, Frame 0897;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Collateral Agent a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademark Collateral owned by such Grantor, including, without limitation, the Trademarks of such Grantor identified on Schedule 1 attached hereto; and

WHEREAS, Grantors request a release of the Trademark Collateral, and the Collateral Agent desires to terminate and grant a release of the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (a) terminates the Trademark Security Agreement, (b) releases, relinquishes, terminates and discharges the Security Interest in the Trademark Collateral in its entirety and (c) reassigns to each Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the Trademark Collateral of such Grantor (including, without limitation, the Trademarks of such Grantor identified on Schedule 1 attached hereto).

The Collateral Agent hereby (a) authorizes each Grantor and its successors, assigns or other legal representatives to file this Release with the U.S. Patent and Trademark Office to evidence and effectuate the release and termination of the Collateral Agent’s security interest in the Trademark Collateral and (b) authorizes the Commissioner for Trademarks to record and register this Release.

At the reasonable request and sole expense of any Grantor, the Collateral Agent agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

Delivery of an executed signature page of this Release by facsimile or electronic transmission (e.g., email of a PDF file) shall be as effective as delivery of a manually executed counterpart hereof. The words “executed,” “signed,” “signature,” and words of like import in this Release shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or

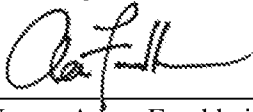
enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature page follows]

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

Very truly yours,

OWL ROCK CAPITAL CORPORATION, as
Collateral Agent

By:  _____

Name: Adam Forchheimer

Title: Authorized Signatory

Schedule 1

Trademark Registrations and Applications

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
USA	Hang Tag (design only)	(86613941)	(29 Apr 15)	HT IP LLC
Canada	HANGTAG	TMA988,536	15 Jan 18	HT IP LLC
Canada	HANGTAG and Design	TMA988,537	15 Jan 18	HT IP LLC
USA	Republic Parking System	1518209	27 Dec 88	Republic Parking System, LLC
Washington (US State)	Republic Parking System and Design	56782	02 Jun 87	Republic Parking Northwest, Inc.
Ohio (US State)	Republic Parking System and Design	2232817	23 Sep 13	Republic Parking System Inc.
Ohio (US State)	IMPARK	1171029	21 Jul 00	Imperial Parking (U.S.), Inc.
Ohio (US State)	IMPERIAL PARKING	1817304	07 Nov 08	Imperial Parking (U.S.), Inc.
Utah (US State)	REPUBLIC PARKING SYSTEM & design	2514645	29 Jan 87	Republic Parking System LLC
Wisconsin (US State)	IMPARK	N/A	26 Apr 00	Imperial Parking (U.S.), Inc.
Wisconsin (US State)	IMPERIAL PARKING	N/A	26 Apr 00	Imperial Parking (U.S.), Inc.