

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761075

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK N.A.		10/07/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	ALBERT KEMPERLE, LLC
Street Address:	8400 New Horizons Blvd.
City:	Amityville
State/Country:	NEW YORK
Postal Code:	11701
Entity Type:	Limited Liability Company: DELAWARE
Name:	PINNACLE COLLISION REPAIR EQUIPMENT LLC
Street Address:	8400 New Horizons Blvd.
City:	Amityville
State/Country:	NEW YORK
Postal Code:	11701
Entity Type:	Limited Liability Company: DELAWARE
Name:	LYQUID SPECIALTY COATINGS, LLC
Street Address:	8400 New Horizons Blvd.
City:	Amityville
State/Country:	NEW YORK
Postal Code:	11701
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5498228	ALBERT KEMPERLE OF FLORIDA, LLC
Registration Number:	5600036	PERFORMANCE DRIVEN PRODUCTS
Registration Number:	5112226	ALBERT KEMPERLE, INC.
Registration Number:	3571093	KEMPERLE
Registration Number:	3571094	KEMPERLE
Registration Number:	3571096	XKP
Registration Number:	6496336	LYQUID SPECIALTY COATINGS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6496337	LYQUID SPECIALTY COATINGS
Registration Number:	6592084	LYQUID SPECIALTY COATINGS
Serial Number:	88465844	LYQUID SPECIALTY COATINGS
Registration Number:	6608855	LYQUID SPECIALTY COATINGS
Registration Number:	6608856	LYQUID SPECIALTY COATINGS
Registration Number:	5615576	PINNACLE COLLISION REPAIR EQUIPMENT
Registration Number:	5615577	PINNACLE COLLISION REPAIR EQUIPMENT

CORRESPONDENCE DATA

Fax Number: 2122919868
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: (212) 558-4229
Email: demarcor@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: Raffaele A. DeMarco
Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER:	020054.10031 (RAD)
NAME OF SUBMITTER:	RAFFAELE A. DEMARCO
SIGNATURE:	/RAFFAELE A. DEMARCO/
DATE SIGNED:	10/13/2022

Total Attachments: 5

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TRADEMARK RELEASE AND ASSIGNMENT

THIS TRADEMARK RELEASE AND ASSIGNMENT, is made as of October 7, 2022, by BMO HARRIS BANK N.A., in its capacity as Administrative Agent (together with its successors and assigns in such capacity, “Grantee”) for the secured parties referenced in the Security Agreement (as defined below) (the “Secured Parties”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, dated as of June 15, 2018, by and among the Obligors party thereto and Grantee (as amended, modified, extended, restated, replaced, or supplemented from time to time, the “Security Agreement”), Albert Kemperle, LLC, a Delaware limited liability company, Pinnacle Collision Repair Equipment LLC, a Delaware limited liability company and Lyquid Specialty Coatings, LLC, a New York limited liability company (each a “Grantor” and collectively, the “Grantors”) granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto, including the goodwill symbolized thereby (but excluding any “intent to use” Trademark applications for which a statement of use has not been filed, but only until such statement is filed) (the “Trademarks”) to Grantee for the ratable benefit of the Secured Parties;

WHEREAS, in connection with the Security Agreement, the Grantors and Grantee were parties to that certain Notice of Grant of Security Interest in Trademarks (the “Trademark Security Agreement”), pursuant to which the Grantors granted, and acknowledged having granted under the Security Agreement, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantors in and to the Trademarks, to Grantee for the ratable benefit of the Secured Parties;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 1, 2022 at Reel 7675, Frame 0190; and

WHEREAS, the Grantors have requested that Grantee release, discharge, terminate and cancel all of its security interests and liens in, to and under the Trademarks, reassign any and all rights, title and interest in and to the same to the Grantors and terminate the Trademark Security Agreement.

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

1. Grantee hereby irrevocably releases, discharges, terminates and cancels any and all of its security interests and liens in, to and under the Trademarks.
2. Grantee hereby irrevocably assigns, grants and conveys back to the Grantors, without any representation or warranty of any kind by Grantee, any and all of Grantee’s right, title and interest in and to the Trademarks.
3. Grantee hereby irrevocably terminates and cancels the Trademark Security Agreement.
4. Grantee hereby authorizes the recordation of this Trademark Release and Assignment with the Trademark Division of the United States Patent and Trademark Office. Grantee agrees to take all further actions, and provide to the Grantors and their respective 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 the Grantors, at the


Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Trademark Release and Assignment.

5. This Trademark Release and Assignment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Release and Assignment by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Release and Assignment. This Trademark Release and Assignment may be in the form of an Electronic Record (as defined in 15 USC §7006, as it may be amended from time to time) and may be executed using Electronic Signatures (as defined in 15 USC §7006, as it may be amended from time to time) (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the parties hereto of a manually signed paper counterpart to this Trademark Release and Assignment which has been converted into electronic form (such as scanned into PDF format), or an electronically signed counterpart to this Trademark Release and Assignment converted into another format, for transmission, delivery and/or retention.


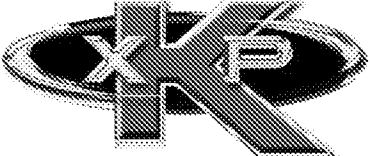


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IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Assignment to be executed as of the day and year first above written.

BMO HARRIS BANK N.A., as Grantee

By: 
Name: Stephen Mueller
Title: Director

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date
Albert Kemperle of Florida, LLC	86830183	11/24/15	5498228	6/19/18
Performance Driven Products	87829652	3/12/18	5600036	11/6/18
Albert Kemperle, Inc.	86825855	11/19/15	5112226	1/3/17
KEMPERLE	77124150	3/7/07	3571093	2/10/09
	77124209	3/7/07	3571094	2/10/09
	77124295	3/7/07	3571096	2/10/09
	88981912	6/10/19	6496336	9/28/21
	88981913	6/10/19	6496337	9/28/21
LYQUID SPECIALTY COATINGS	88982123	6/10/19	6592084	12/14/21

Mark	Application No.	Application Date	Registration No.	Registration Date
LYQUID SPECIALTY COATINGS	88465844	6/10/19	N/A	N/A
	88465847	6/10/19	6608855	1/4/22
	88465848	6/10/19	6608856	1/4/22
Pinnacle Collision Repair Equipment	87853052	3/28/18	5615576	11/27/18
	87853054	3/28/18	5615577	11/27/18