

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Certain Trademarks		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as successor in interest to General Electric Capital Corporation, as administrative agent		07/29/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Pylon Manufacturing Corp.		
Street Address:	600 West Hillsboro Blvd		
Internal Address:	Suite 400		
City:	Deerfield Beach		
State/Country:	FLORIDA		
Postal Code:	33441		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3383230	SUPERIOR SATISFACTION GUARANTEED STREAKF	
CORRESPONDENCE DATA			
Fax Number:	2124920673		
<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:	2123733673		
Email:	sdanzeisen@paulweiss.com, mmcguire@paulweiss.com, mangelopoulos@paulweiss.com		
Correspondent Name:	Summer P. Danzeisen		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	021122.005		
NAME OF SUBMITTER:	Summer P. Danzeisen		
SIGNATURE:	/Summer P. Danzeisen/		

CH \$40.00 3383230

DATE SIGNED:	10/31/2022
---------------------	------------

Total Attachments: 4

source=antares qualitor - trademark release (pylon) (Updated Execution Version)#page1.tif

source=antares qualitor - trademark release (pylon) (Updated Execution Version)#page2.tif

source=antares qualitor - trademark release (pylon) (Updated Execution Version)#page3.tif

source=antares qualitor - trademark release (pylon) (Updated Execution Version)#page4.tif

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS** (this “Release”), dated as of July 29, 2022 (the “Effective Date”), is made by Antares Capital LP, as successor in interest to General Electric Capital Corporation, as administrative agent (“Agent”) for the financial institutions from time to time party to the Credit Agreement (defined below) as lenders (collectively, the “Lenders”).

WHEREAS, Qualitor Inc., a Delaware corporation (“Qualitor”), Transportation Aftermarket Enterprises, LLC, a Delaware limited liability company (“TAE”), International Brake Industries, Inc., a Delaware corporation (“IBI”), Pylon Manufacturing Corp., a Delaware corporation (“Pylon”, and together with Qualitor, TAE and IBI, the “Borrowers” and each individually, a “Borrower”), the other Credit Parties party thereto, Agent and the Lenders are party to that certain Amended and Restated Credit Agreement dated as of October 19, 2016 (as amended by the First Amendment to Amended and Restated Credit Agreement dated as of April 29, 2019, the Second Amendment to Amended and Restated Credit Agreement dated as of December 20, 2019, the Third Amendment to Amended and Restated Credit Agreement dated as of December 31, 2020, the Waiver and Fourth Amendment to Amended and Restated Credit Agreement dated as of June 30, 2021, the Fifth Amendment to Amended and Restated Credit Agreement dated as of October 25, 2021, the Sixth Amendment to Amended and Restated Credit Agreement dated as of April 26, 2022 and the Seventh Amendment to Amended and Restated Credit Agreement dated as of June 30, 2022 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Borrowers, the Agent and the other parties thereto entered into that certain Guaranty and Security Agreement, dated as of October 31, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Borrowers pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of the Borrowers’ right, title and interest in, to or under the trademarks set forth in Schedule I hereto (“Trademark Collateral”);

WHEREAS, pursuant to the Security Agreement, Pylon Manufacturing Corp. executed and delivered a Trademark Security Agreement, dated as of October 31, 2014 (the “Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 5, 2014 at Reel/Frame 005394/0596;

WHEREAS, the Trademark Security Agreement was assigned by General Electric Capital Corporation, to Antares Capital LP, as successor in interest to General Electric Capital Corporation, pursuant to that certain Assignment of Intellectual Property Security Agreement, dated as of August 21, 2015 (the “Assignment”);

WHEREAS the Assignment was recorded with the United States Patent and Trademark Office on September 28, 2015 at Reel/Frame 005631/0251; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of July 29, 2022, entered into by the Agent, the Borrowers and certain other parties thereto, the Agent has agreed to release the security interest granted to the Agent in and to the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release and Termination. The Agent, without representation or warranty of any kind, on behalf of the Lenders, hereby terminates, cancels, releases and forever discharges the security interest in the Trademark Collateral, and retransfers and reassigns to the Borrowers any right, title or interest the Agent may have in, to or under the Trademark Collateral.

3. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

ANTARES CAPITAL LP, as Agent

Michael Kriz

By: _____

Name: Michael Kriz

Title: Duly Authorized Signatory

[Signature Page to Trademark Release]

TRADEMARK
REEL: 007889 FRAME: 0750

Trademark Applications and Registrations

Trademark	App. No and App. Date	Reg No. and Reg Date	Owner
EZ-LOK	78796149 20-JAN-2006	3263095 10-JUL-2007	Pylon Manufacturing Corp.
FORECAST	78920426 29-JUN-2006	3360918 25-DEC-2007	Pylon Manufacturing Corp.
M-GUARD	78824912 28-FEB-2006	3314411 16-OCT-2007	Pylon Manufacturing Corp.
OPTIMUM	86311564 17-JUN-2014	5350849 05-DEC-2017	Pylon Manufacturing Corp.
POWER BLADE	76453257 25-SEP-2002	2803440 06-JAN-2004	Pylon Manufacturing Corp.
PYLON	72416568 25-FEB-1972	0966939 28-AUG-1973	Pylon Manufacturing Corp.
RAINFORCE	85853276 19-FEB-2013	4539315 27-MAY-2014	Pylon Manufacturing Corp.
SIGHTLINE	77107478 14-FEB-2007	3648049 30-JUN-2009	Pylon Manufacturing Corp.
SMART HINGE	85700243 10-AUG-2012	4526434 06-MAY-2014	Pylon Manufacturing Corp.
SMART-FLEX DESIGN	85700247 10-AUG-2012	4489178 25-FEB-2014	Pylon Manufacturing Corp.
STEALTH	77840466 02-OCT-2009	3938667 29-MAR-2011	Pylon Manufacturing Corp.
STEALTH PRO SERIES 	85417648 08-SEP-2011	4236276 06-NOV-2012	Pylon Manufacturing Corp.
STEALTH ULTRA	85455545 25-OCT-2011	4251301 27-NOV-2012	Pylon Manufacturing Corp.
TRUE FIT	76391782 08-APR-2002	2669082 31-DEC-2002	Pylon Manufacturing Corp.
SUPERIOR SATISFACTION	78902900 07-JUN-2006	3383230 12-FEB-2008	Pylon Manufacturing Corp.

[Schedule I to Trademark Release]