

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Peninsula Fund V Limited Partnership		11/17/2022	Limited Partnership: DELAWARE
RGP Whitewater, LLC		11/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Collision Services, Inc.		
Street Address:	1050 Dale Drive		
City:	Hudson		
State/Country:	IOWA		
Postal Code:	50643		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2997297	SHOP IN A BOX	
Registration Number:	3495892	MIGHTY MOVER	
Registration Number:	3495489	COLLISION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	202-756-8000		
Email:	eatkins@mwe.com, jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Eleanor B. Atkins		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	500 North Capitol Street, NW		
Address Line 4:	Washington, D.C. 20001-1531		
ATTORNEY DOCKET NUMBER:	091920-0036		
NAME OF SUBMITTER:	Eleanor B. Atkins		
SIGNATURE:	/Eleanor B. Atkins/		
DATE SIGNED:	11/17/2022		

CH \$90.00 2997297

Total Attachments: 6

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS** (this "Release") is dated as of November 17, 2022, by **THE PENINSULA FUND V LIMITED PARTNERSHIP** and **RGP WHITEWATER, LLC** (collectively, "Purchasers," and each a "Purchaser") in favor of **COLLISION SERVICES, INC.** ("Collision Services"), an Iowa corporation, having an address of 1050 Dale Drive, Hudson, Iowa 50643.

WHEREAS, Collision Services and/or its affiliates were party to a certain Note Purchase Agreement dated as of August 29, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which Purchasers agreed to purchase the Senior Subordinated Notes (as defined in the Note Purchase Agreement);

WHEREAS, Collision Services was party to a Security Agreement dated as of August 29, 2012 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement") with Purchasers pursuant to which certain obligations owed to Purchasers were secured;

WHEREAS, pursuant to the terms of the Security Agreement, Collision Services granted Purchasers a security interest in substantially all the assets of Collision Services, including all right, title and interest of Collision Services in, to and under all then owned and thereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications (other than intent-to-use trademark applications) and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Collision Services under the Security Agreement and the Note Purchase Agreement;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on August 31, 2012, at Reel 4853, Frame 0789; and

WHEREAS, in connection with the payment in full of the obligations under the Security Agreement and Note Purchase Agreement and termination of the security interests securing such obligations pursuant to a pay-off letter dated as of January 17, 2021, Collision Services has requested that Purchasers release its security interests in the Trademark Collateral and Patent Collateral (as each is defined in the Security Agreement), including the Trademarks and Patents listed on Schedule I and II hereto.

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

1. RELEASE OF SECURITY INTEREST IN TRADEMARK AND PATENT COLLATERAL. Lender hereby terminates the Security Agreement and fully and irrevocably discharges, releases and terminates any and all security interests that it has or had pursuant to the Security Agreement and/or Note Purchase Agreement in any and all right, title, and interest that they may have in, to and under the Trademark Collateral and Patent Collateral (as each is defined in the Security Agreement), including the following:

- (a) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (b) each trademark license, together with all goodwill associated therewith;

(c) all products and proceeds of the foregoing, including without limitation, any claim against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(d) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(e) each patent license, together with all goodwill associated therewith; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

2. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or Note Purchase Agreement, and this Release shall be subject to any rules of construction set forth in the Security Agreement and/or the Note Purchase Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

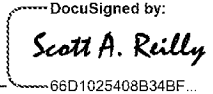
3. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS RELEASE SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN THE SECURITY AGREEMENT AND NOTE PURCHASE AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

4. FURTHER ASSURANCES. Purchasers agree to take all further actions, and provide to Collision Services and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Collision Services and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

[*Signature page follows*]

IN WITNESS WHEREOF, Lender has caused this Release to be effective as of the day and year first above written.

THE PENINSULA FUND V LIMITED PARTNERSHIP

By:  _____
DocuSigned by:
Scott A. Reilly
66D1025408B34BF...

Name: **Scott A. Reilly**

Title: **President and Chief Investment Officer**

RGP WHITEWATER, LLC

By: _____

Name: **Kenneth L. Ali**

Title: **Manager**

IN WITNESS WHEREOF, Lender has caused this Release to be effective as of the day and year first above written.

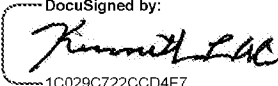
THE PENINSULA FUND V LIMITED PARTNERSHIP

By: _____

Name: Scott A. Reilly

Title: President and Chief Investment Officer

RGP WHITEWATER, LLC

By:  _____
1C029C722CCD4E7...

Name: Kenneth L. Ali

Title: Manager

Schedule 1 - Trademarks

Mark	Date of Registration	Trademark Registration Number
SHOP IN A BOX	09/20/2005	2997297
MIGHTY MOVER	09/02/2008	3495892
COLLISION SERVICES	09/02/2008	3495489

Schedule 2 – Patents

<u>Title Inventor(s)</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Door Alignment Tool	D513954	01/31/2006	01/31/2020
Drum Transport Cart	7281720	10/16/2007	5/16/2026
Versatile Auto Parts Cart	7815202	10/19/2010	12/14/2026
Vehicle Support System	5620192	04/15/1997	09/26/2014