

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781269

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900729680

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK N.A.		11/01/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	RING & PINION SERVICE INC.
Street Address:	10411 Airport Road
City:	Everett
State/Country:	WASHINGTON
Postal Code:	98204
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5709096	USA STANDARD GEAR
Registration Number:	5570783	ZBAG
Registration Number:	5572502	ZUMBROTA DRIVETRAIN
Registration Number:	5579564	DIFF WIZARD
Registration Number:	5471306	Z
Registration Number:	5358932	ZBAG ZUMBROTA BEARING AND GEAR
Registration Number:	4663837	YUKON LAUNCH
Registration Number:	4749533	R RANDYS
Registration Number:	4678007	USA STANDARD GEAR
Registration Number:	4373434	YUKON HARDCORE
Registration Number:	4391751	DIFF WIZARD
Registration Number:	4260420	DIFF WIZARD
Registration Number:	4070479	ULTIMATE 88
Registration Number:	3957696	Y
Registration Number:	3874772	SPIN FREE
Registration Number:	5204378	YUKON MIGHTY SEAL
Registration Number:	3716871	GRIZZLY LOCKER
Registration Number:	3726559	SPARTAN LOCKER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3658689	SUPER JOINT
Registration Number:	3887222	YG
Registration Number:	3669761	ZIP LOCKER
Registration Number:	3801018	YUKON GEAR & AXLE
Registration Number:	2578732	
Registration Number:	2563743	RANDY'S RING & PINION
Registration Number:	3386692	YUKON DURA GRIP
Registration Number:	2949622	YUKON ULTIMATE 35 AXLE KIT

CORRESPONDENCE DATA

Fax Number: 2124464900
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: 2124464727
Email: HSMITH@KIRKLAND.COM
Correspondent Name: HAYLEY SMITH
Address Line 1: KIRKLAND & ELLIS, LLP
Address Line 2: 601 LEXINGTON AVE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	12056-73
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	/Hayley Smith/
DATE SIGNED:	01/17/2023

Total Attachments: 8

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release"), dated as of November 1, 2022, is made by **BMO HARRIS BANK N.A.**, in its capacity as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement) (in such capacity, together with its successors and assigns in such capacity, "Grantee") in favor of Grantor (as defined below).

WHEREAS, **RING & PINION SERVICE INC.** ("Grantor") is a party to (i) that certain Pledge and Security Agreement, dated as of May 16, 2019 (the "Security Agreement"), by and among Grantor, the other grantors party thereto and Grantee, (ii) that certain –Intellectual Property Security Agreement, dated as of May 16, 2019 (the "IP Security Agreement"), by Grantor in favor of Grantee; capitalized terms used but not defined herein will have the meaning given to them in the Security Agreement or IP Security Agreement;

WHEREAS, the Security Agreement and IP Security Agreement granted to Grantee, for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral, including those properties listed on Schedule I hereto, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office on May 17, 2019 at Reel 049219 Frame 0271 for the Patents and at Reel 6647 Frame 0811 for the Trademarks and at the United States Copyright Office on May 23, 2019 at V9970 and D757; and

WHEREAS, Grantee desires to release its rights and security interests in the IP Collateral.

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

1. Release. Grantee hereby terminates the IP Security Agreement and (i) fully and finally releases, discharges, and terminates, and reassigns to Grantor, without representation or warranty of any kind, (a) its security interest, continuing lien and other rights in, to and under the Intellectual Property Collateral, and (b) any and all other rights it may have under the Security Agreement or the IP Security Agreement, (ii) agrees that it shall, at the expense of Grantor, execute all other documents and do all other acts reasonably necessary to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office and United States Copyright Office note and record the release hereby given and any other filings reasonably necessary to evidence Release and termination of its rights under each of the Security Agreement and the IP Security Agreement with respect to the Intellectual Property Collateral.

2. Counterparts. This Release may be executed in any number of 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 to this Release by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Release.

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

[Signature Page Follows]

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

**BMO HARRIS BANK N.A.,
as Collateral Agent**

By:  _____

Name: Daniel Johnson
Title: Managing Director

SCHEDULE 1

1. Copyrights

Recorded at V9970 and D757

Grantor	Title of Work	Registration No.
Ring & Pinion Service Inc.	Differentials - identification restoration and repair.	TX0006498849

2. Patents

Recorded at Reel 049219 Frame 0271

Grantor	Patent Title	Country	Application Date / Issue Date	Status	Application / Patent No.
Ring & Pinion Service Inc.	LOCKING DIFFERENTIAL HAVING A SPLITCENTER DRIVER	US	01/31/2008 / 11/02/2010	Active	7,824,296
		US	9/29/2010 / 11/29/11	Active	8,066,607
		MX	1/29/2009 / 02/07/12	Active	295803
		AU	1/29/2009 / 04/26/13	Active	2009200312
		CA	1/29/2009 / 04/22/14	Active	2,651,484
Ring & Pinion Service Inc.	PRELOADED DIFFERENTIALS	US	03/17/2008 / 05/24/11	Active	12/050112 / 7946946
		MX	3/17/2009 / 04/11/12	Active	298039
		AU	3/13/2009 / 12/24/13	Active	2009201008
		CA	3/17/2009 / 01/05/16	Active	2,658,750
Ring & Pinion Service Inc.	LOCKING DIFFERENTIAL WITH SHEAR PIN/SPRING ASSEMBLY	US	10/31/2008 / 02/21/2012	Active	8,117,946
		CA	10/22/2009 / 7/19/16	Active	2,683,336
		AU	10/9/2009 / 11/20/14	Active	2009222626
		MX	10/8/2009 / 1/9/14	Active	MX/a/2009/010897

Grantor	Patent Title	Country	Application Date / Issue Date	Status	Application / Patent No.
Ring & Pinion Service Inc.	LOCKING DIFFERENTIALS HAVING IMPROVED CLUTCH TEETH (GRIZZLY)	MX	10/7/2009 / 2/5/14	Active	317842

3. Trademarks

Recorded at Reel 6647 Frame 0811

Grantor	Item	Status	BLG Ref. #	Serial # /App #	Registration #	Filing Date	Jurisdiction
Ring & Pinion Service Inc.	USA STANDARD GEAR	Registered 03/26/19	RRPI-2-1045	88/048263	5,709,096	07/23/18	United States
Ring & Pinion Service Inc.	ZBAG	Registered 09/25/18	RRPI-2-1044	87/929503	5,570,783	05/21/18	United States
Ring & Pinion Service Inc.	ZUMBROTA DRIVETRAIN	Registered 09/25/18	RRPI-2-1042	87929529	5,572,502	05/21/18	United States
Ring & Pinion Service Inc.	DIFF WIZARD	Registered 10/09/18	RRPI-2-1041	87,806,028	5,579,564	02/21/18	United States
Ring & Pinion Service Inc.	Z	Registered 5/15/18	RRPI-2-1040	87520229	5,471,306	07/07/17	United States
Ring & Pinion Service Inc.	ZBAG ZUMBROTA BEARING AND GEAR	Registered 12/19/17	RRPI-2-1039	87,434,927	5,358,932	05/03/17	United States
Ring & Pinion Service Inc.	YUKON LAUNCH	Registered 12/30/14	RRPI-2-1036	86/311,310	4,663,837	06/16/14	United States
Ring & Pinion Service Inc.	RANDYS WORLDWIDE AUTOMOTIVE - AU	Registered 03/30/15	RRPI-12-1040	1661383	1661383	11/28/14	Australia
Ring & Pinion Service Inc.	RANDYS WORLDWIDE AUTOMOTIVE - CA	Registered 3/29/16	RRPI-12-1041	1707304	TMA932,863	12/15/14	Canada
Ring & Pinion Service Inc.	RANDYS WORLDWIDE AUTOMOTIVE - MX	Registered 12/4/14	RRPI-12-1042	1556206	1539603	12/4/14	Mexico
Ring & Pinion Service Inc.	RANDYS DESIGN	Registered 6/2/15	RRPI-2-1032	86/309,681	4,749,533	06/13/14	United States
Ring & Pinion Service Inc.	RANDYS DESIGN- AU	Registered 03/12/15	RRPI-12-1037	1661109	1661109	11/27/14	Australia
Ring & Pinion Service Inc.	RANDYS DESIGN- CA	Registered 3/29/16	RRPI-12-1038	1707302	TMA932,753	12/15/14	Canada
Ring & Pinion Service Inc.	RANDYS DESIGN- MX	Registered 04/27/15	RRPI-12-1039	1556205	1532928	12/04/14	Mexico

Grantor	Item	Status	BLG Ref. #	Serial # /App. #	Registration #	Filing Date	Jurisdiction
Ring & Pinion Service Inc.	USA STANDARD GEAR - (refile Principal Registry)	Registered 1/27/15	RRPI-2-1031	86/280,233	4,678,007	05/13/14	United States
Ring & Pinion Service Inc.	USA STANDARD GEAR - AU (logo)	Registered 3/29/16	RRPI-12-1044	1718034	1718034	08/31/15	Australia
Ring & Pinion Service Inc.	USA STANDARD GEAR - CA	Registered 8/2/16	RRPI-12-1035	1676697	TMS944,771	05/12/14	Canada
Ring & Pinion Service Inc.	USA STANDARD GEAR - MX	Registered 4/21/14	RRPI-12-1036	1478492	1551257	04/21/14	Mexico
Ring & Pinion Service Inc.	YUKON HARDCORE-lockout hubs refile	Registered 7/23/13	RRPI-2-1029	85/605,444	4,373,434	04/23/12	United States
Ring & Pinion Service Inc.	YUKON HARDCORE-lockout hubs refile- AU	Registered 8/14/14	RRPI-12-1028	1520808	1,520,808	10/18/12	Australia
Ring & Pinion Service Inc.	YUKON HARDCORE-lockout hubs refile- CA	Registered 01/16/15	RRPI-12-1027	1597868	TMA894170	10/11/12	Canada
Ring & Pinion Service Inc.	DIFF WIZARD ReDesign	Registered 8/27/13	RRPI-2-1030	85/821,455	4,391,751	01/11/13	United States
Ring & Pinion Service Inc.	DIFF WIZARD ReDesign-AU	Registered 10/11/13	RRPI-12-1031	1565626	1565626	06/28/13	Australia
Ring & Pinion Service Inc.	DIFF WIZARD ReDesign-CA	Registered 9/22/15	RRPI-12-1032	1633522	914740	07/02/13	Canada
Ring & Pinion Service Inc.	DIFF WIZARD ReDesign-MX	Registered 6/28/13	RRPI-12-1033	1387908	1411548	06/28/13	Mexico
Ring & Pinion Service Inc.	DIFF WIZARD Design	Registered 12/18/12	RRPI-2-1028	85/527,401	4,260,420	01/27/12	United States
Ring & Pinion Service Inc.	DIFF WIZARD Design-AU	Registered 7/19/12	RRPI-12-1024	1503317	1503317	07/19/12	Australia
Ring & Pinion Service Inc.	DIFF WIZARD Design-CA	Registered 11/14/14	RRPI-12-1025	1,587,118	TMA890,054 1587118	07/20/12	Canada
Ring & Pinion Service Inc.	DIFF WIZARD- AU	Registered 5/15/13	RRPI-12-1021	1465505		12/15/11	Australia
Ring & Pinion Service Inc.	DIFF WIZARD-CA	Registered 4/8/13	RRPI-12-1022	1,556,813	TMA847807 1556813	12/16/11	Canada
Ring & Pinion Service Inc.	DIFF WIZARD- MX	Registered 12/16/11	RRPI-12-1023	1237967	1315491	12/16/11	Mexico
Ring & Pinion Service Inc.	ULTIMATE 88	Registered 12/13/11	RRPI-2-1023	85/313,716	4,070,479	05/05/11	United States
Ring & Pinion Service Inc.	YUKON ULTIMATE 88 Design-AU	Registered 7/16/12	RRPI-12-1026	1,502,322	1,502,322	07/16/12	Australia
Ring & Pinion Service Inc.	ULTIMATE 88- MX	Registered 10/24/11	RRPI-12-2020	1222454	1275969	10/24/11	Mexico

Grantor	Item	Status	BLG Ref. #	Serial # /App. #	Registration #	Filing Date	Jurisdiction
Ring & Pinion Service Inc.	Y	Registered 5/10/11	RRPI-2-1022	85127283	3,957,696	09/10/10	United States
Ring & Pinion Service Inc.	Y-CA	Registered 6/29/15	RRPI-12-1017	1,518,083	TMA907462 1518083	03/07/11	Canada
Ring & Pinion Service Inc.	SPIN FREE	Registered 11/9/10	RRPI-2-1020	77/879,071	3,874,772	11/23/09	United States
Ring & Pinion Service Inc.	SPIN FREE-CA	Registered 08/18/11	RRPI-12-1015	1,481,592	TMS 804,746	05/18/10	Canada
Ring & Pinion Service Inc.	YUKON MIGHTY SEAL	Registered 05/16/17	RRPI-2-1038	87/191,519	5,204,378	10/03/16	United States
Ring & Pinion Service Inc.	GRIZZLY LOCKER	Registered 11/24/09	RRPI-2-1016	77/693,232	3,716,871	03/17/09	United States
Ring & Pinion Service Inc.	GRIZZLY LOCKER-MX	Registered 8/17/09	RRPI-12-1013	1021151	1115874	07/20/09	Mexico
Ring & Pinion Service Inc.	SPARTAN LOCKER	Registered 12/15/09	RRPI-2-1014	77/648,752	3,726,559	01/13/09	United States
Ring & Pinion Service Inc.	SPARTAN LOCKER-AU	Registered 07/13/09	RRPI-12-1008	1309175	1309175	07/13/09	Australia
Ring & Pinion Service Inc.	SPARTAN LOCKER-CA	Registered 11/04/10	RRPI-12-1003	1,444,586	TMA781,636	07/13/09	Canada
Ring & Pinion Service Inc.	SUPER JOINT	Registered 7/21/09	RRPI-2-1002	77/243,442	3,658,689	07/31/07	United States
Ring & Pinion Service Inc.	YG	Registered 12/7/10	RRPI-2-1013	77/729,613	3,887,222	05/05/09	United States
Ring & Pinion Service Inc.	YUKON BEAR TRAC-AU	Registered 07/13/09	RRPI-12-1007	1309180	1309180	07/13/09	Australia
Ring & Pinion Service Inc.	YUKON BEAR TRAC-CA	Registered 1/17/14	RRPI-12-1002	1,444,585	TMA869,286	07/13/09	Canada
Ring & Pinion Service Inc.	ZIP LOCKER	Registered 8/18/09	RRPI-2-1001	77086025	3669761	01/18/07	United States
Ring & Pinion Service Inc.	ZIP LOCKER- AU	Registered 7/13/09	RRPI-12-1006		1309181	07/13/09	Australia
Ring & Pinion Service Inc.	ZIP LOCKER-CA	Registered 3/07/11	RRPI-12-1001	1,444,584	TMA792,221	07/13/09	Canada
Ring & Pinion Service Inc.	YUKON GEAR & AXLE DESIGN (new design 09)	Registered 6/8/10	RRPI-2-1017	77/777,729	3,801,018	07/09/09	United States
Ring & Pinion Service Inc.	YUKON GEAR & AXLE DESIGN- (new design) AU	Registered 07/13/09	RRPI-12-1010	1309176	1309176	07/13/09	Australia
Ring & Pinion Service Inc.	YUKON GEAR & AXLE DESIGN- (new design) CA	Registered 3/14/14	RRPI-12-1005	1,444,590	TMA873,315	07/13/09	Canada
Ring & Pinion Service Inc.	HALO DESIGN	Registered 6/11/02	RRPI-2-1009	78007270	2578732	05/08/00	United States
Ring & Pinion Service Inc.	RANDYS RING & PINION	Registered 4/23/02	RRPI-2-1008	78007282	2563743	05/08/00	United States

Grantor	Item	Status	BLG Ref. #	Serial # /App. #	Registration #	Filing Date	Jurisdiction
Ring & Pinion Service Inc.	YUKON DURA GRIP	Registered 2/19/08	RRPI-2-1011	78837923	3386692	03/15/06	United States
Ring & Pinion Service Inc.	YUKON ULTIMATE 35 AXLE KIT	Registered 5/10/05	RRPI-2-1012	78145138	2949622	07/18/02	United States