

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		08/16/2023	ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	TRUCKPRO, LLC		
Street Address:	1900 Charles Bryan Rd., Ste 100		
City:	Cordova		
State/Country:	TENNESSEE		
Postal Code:	38016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1071956	TRUCKPRO HEAVY DUTY PROFESSIONALS	
Registration Number:	1177827	TRUCKRAFT	
Registration Number:	2059105	ARMADA	
Registration Number:	2222113	TRUCKPRO	
Registration Number:	2381982	LIGHTRUCK QUALITY PRODUCTS	
Registration Number:	2371324	TRUCKPRO	
Registration Number:	2423086	ARMADA	
Registration Number:	2428210	ARMADA	
Registration Number:	2375419	T TRUCK PRO	
Registration Number:	2473093	WE ARE HEAVY DUTY	
Registration Number:	3589823	AMERICA'S TRUCK PARTS PROFESSIONALS	
Registration Number:	4419540	SERVUS	
Registration Number:	5484490	AUSTIN BRAKE & CLUTCH SUPPLY SINCE 1954	
Registration Number:	5714722	T	
Registration Number:	5714729	T	
Serial Number:	88570489	AMERICA'S HEAVY DUTY PARTS & SERVICE PRO	
Serial Number:	88570507	AMERICA'S HEAVY-DUTY PARTS & SERVICE EXP	
CORRESPONDENCE DATA			

CH \$440.00 1071956

Fax Number: 2129692900

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: 212.969.4057

Email: trademark@proskauer.com

Correspondent Name: Cullen Meade, Associate

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	53361.024
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NAME OF SUBMITTER:	Cullen Meade
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SIGNATURE:	/Cullen Meade/
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DATE SIGNED:	08/16/2023
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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “*Release*”), dated as of August 16, 2023, is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, acting in its capacity as Notes Collateral Agent under the Indenture (the “*Notes Collateral Agent*”) for the Secured Parties in favor of TPRO ACQUISITION CORPORATION, TPRO INTERMEDIATE HOLDING II CORPORATION, TRUCKPRO HOLDING CORPORATION, TRUCKPRO, LLC, AND CCC PARTS COMPANY, (collectively, “*Grantors*” and TRUCKPRO, LLC individually, the “*Grantor*”). All capitalized terms used but not defined herein shall have the respective meanings given to them (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantors and the Notes Collateral Agent entered into that Notes Security Agreement, dated as of October 15, 2019 (as amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) pursuant to which the Grantor executed and delivered to the Notes Collateral Agent that certain Notes Trademark Security Agreement, dated as of October 15, 2019 (the “*Trademark Security Agreement*”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the applicable Grantors granted to the Notes Collateral Agent for the benefit of the Secured Parties a lien and security interest in and to all of their right, title and interest in, to and under the Trademark Collateral, which consists of the Marks, together with the goodwill of the business of such Grantors symbolized by the Marks, including without limitation all the following Collateral of the Grantor or in which the Grantor has any rights:

- (a) Marks of the Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“*PTO*”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);
- (b) all goodwill associated with such Marks (other than Excluded Collateral); and
- (c) all Proceeds of any and all of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 16, 2019 at Reel 6772, Frame 0300;

WHEREAS, on August 16, 2023, the Issuer discharged the Secured Obligations (as defined in the Security Agreement) due and owing under the Indenture; and

WHEREAS, the Grantors have requested that the Notes Collateral Agent execute and deliver this Release to evidence the release of its lien and security interest in the Trademark Collateral for recordation at the United States Patent and Trademark Office.

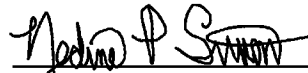
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Notes Collateral Agent, without any representation, warranty or recourse of any kind or nature, hereby (a) terminates and cancels the Trademark Security Agreement, (b) releases, discharges, terminates and cancels its lien and security interest in the Trademark Collateral, and (c) re-assigns and re-conveys to the Grantor any right, title or interest the Notes Collateral Agent may have acquired under the Trademark Security Agreement in or to the Trademark Collateral and to the Grantors any other right, title or interest that the Notes Collateral Agent may have acquired under the Security Agreement (apart from the Trademark Security Agreement) in the Trademark Collateral.

The Notes Collateral Agent is executing and delivering this Release solely in its capacity as Notes Collateral Agent under the Indenture and the Trademark Security Agreement and not in its individual or corporate capacity. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities afford to it as Notes Collateral Agent under the Indenture and Trademark Security Agreement, whether or not expressly set forth herein.

This Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof.

IN WITNESS WHEREOF, the Notes Collateral Agent has caused this Release to be executed and delivered by its duly authorized representative as of the date first set forth above.






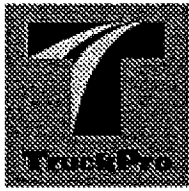
**WILMINGTON TRUST, NATIONAL
ASSOCIATION
as Notes Collateral Agent**


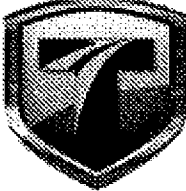

By: 
Name: Nedine P. Sutton
Title: Vice President

Schedule I

TRADEMARKS

Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
TruckPro, LLC	TRUCKPRO HEAVY DUTY PROFESSIONALS	1071956
TruckPro, LLC		1177827
TruckPro, LLC	ARMADA	2059105
TruckPro, LLC	TRUCKPRO	2222113
TruckPro, LLC		2381982
TruckPro, LLC		2371324
TruckPro, LLC		2423086
TruckPro, LLC		2423210
TruckPro, LLC		2375419
TruckPro, LLC	WE ARE HEAVY DUTY	2473093
TruckPro, LLC	AMERICA'S TRUCK PARTS PROFESSIONALS	3589823
TruckPro, LLC	SERVUS	4419540

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
TruckPro, LLC		5484490
TruckPro, LLC		5714722
TruckPro, LLC		5714729

Trademark Applications:

<u>Applicant</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Status / Comments</u>
TruckPro, LLC	AMERICA'S HEAVY-DUTY PARTS & SERVICE PROFESSIONALS	88570489	August 7, 2019	Awaiting Examination
TruckPro, LLC	AMERICA'S HEAVY-DUTY PARTS & SERVICE EXPERTS	88570507	August 7, 2019	Awaiting Examination