TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM853709

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.		02/18/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GST AUTOLEATHER, INC.
Street Address:	20 Oak Hollow
Internal Address:	Suite 300
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48033
Entity Type:	Corporation: DELAWARE
Name:	GST AUTOLEATHER HOLDING CORP.
Street Address:	20 Oak Hollow
Internal Address:	Suite 300
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48033
Entity Type:	Corporation: DELAWARE
Name:	GST ACQUISITION HOLDING CORP.
Street Address:	20 Oak Hollow
Internal Address:	Suite 300
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48033
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3863285	GST AUTOLEATHER
Registration Number:	0789255	SETON
Registration Number:	1681208	SETON

TRADEMARK

REEL: 008259 FRAME: 0246 900814246

Property Type	Number	Word Mark
Registration Number:	0519937	

CORRESPONDENCE DATA

Fax Number:

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: 8608742624

Email: mnocera@winston.com

Correspondent Name: Melissa Nocera, Trademark Specialist

Address Line 1: 200 Park Avenue

Address Line 2: Winston & Strawn LLP

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 012223.00011		
NAME OF SUBMITTER:	Melissa Nocera	
SIGNATURE:	/Melissa Nocera/	
DATE SIGNED:	11/15/2023	

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 18th day of February, 2021 (the "Release Date"), by BLACK DIAMOND COMMERCIAL FINANCE, L.L.C., a Delaware limited liability company, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, the "Agent"), for the benefit of each of GST AUTOLEATHER, INC., a Delaware corporation ("GST"), GST AUTOLEATHER HOLDING CORP., a Delaware corporation ("Parent") and GST ACQUISITION HOLDING CORP., a Delaware corporation ("Holdings", and together with GST and Parent, each a "Grantor" and collectively, the "Grantors").

WHEREAS, the Grantors have entered into (i) that certain Guaranty and Security Agreement, dated as of May 22, 2018, in favor of the Agent (the "Guaranty and Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of May 22, 2018, in favor of the Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor pledged and granted to the Agent a security interest in all of its right, title and interest in and to the following Collateral of such Grantor, whether then owned or thereafter acquired or arising from time to time: (i) all of such Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto, (ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and (iii) all proceeds of the foregoing, including any IP-Related Rights (the collateral referred to in the foregoing clauses (i), (ii) and (iii), the "Trademark Collateral");

WHEREAS, the Agent has filed with the United States Patent and Trademark Office (the "<u>USPTO</u>") notices of security interests in the Trademark Collateral and the Trademark Security Agreement was recorded by the USPTO on May 24, 2018 at Reel 6336, Frame 0122;

WHEREAS, the obligations of the Grantors to the Agent have been paid in full and the Grantors have requested that the Agent release its security interest in the Trademark Collateral.

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

1. Release of Security Interest. Effective as of the Release Date, the Agent hereby, without any representation and warranty and without any recourse (a) terminates the Liens and security interests created under the Trademark Security Agreement in the Trademark Collateral, (b) releases its security interest in the Trademark Collateral, (c) discharges any and all rights, title and interest it has in and the security interest granted to the Agent in the Trademark Collateral, and (d) terminates the Trademark Security Agreement except for any provisions therein that expressly survive termination.

- 2. <u>Recordation of Release</u>. The Agent understands and agrees that this Release may be recorded by or for each Grantor with the USPTO.
- 3. <u>Further Actions</u>. The Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantors may reasonably require to effect the intent and purpose of this Release; <u>provided</u>, that all such documents are to be prepared by counsel to such Grantor and the cost and expense of such documents and actions shall be borne solely by such Grantor.
- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Guaranty and Security Agreement and the Trademark Security Agreement, as applicable.

[Signature page follows]

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

BLACK DIAMOND COMMERCIAL FINANCE, L.L.C., as Agent

Name: Raymond Szymanski

Title: Authorized Signatory

REEL: 008259 FRAME: 0250

SCHEDULE I

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

		Application No. & Filing	WIPO Reg.	Registration	Registration
Country	<u>Trademark</u>	Date	No.	No.	<u>Date</u>
	GST AutoLeather +	77942851			
U.S.	Logo	2.23.10 72194321	1070684	3863285	10.19.10
U.S.	Seton	5.26.64 74149379		789255	5.11.65
U.S.	Seton + Logo GST/Seton	3.19.91		1681208	3.31.92
	AutoLeather	87198412			
U.S.	+ Design	10/10/2016		519937	5.9.2017
	GST/Seton	40-2015-			
	AutoLeather	38493			
SOUTH KOREA	Logo GST	5,26,2015		40-115-4168	1.12.16
Madrid Protocol	AutoLeather +	1070684			
International	Logo GST	2.15.11	1070684	1070684	2.15.11
	AutoLeather +	1070684			
JAPAN	Logo GST	2.15.11	1070684	N/A	1.13.12
	AutoLeather +	1070684			
AUSTRALIA	Logo GST	2.15.11	1070684	1418405	7.12.11
	AutoLeather +	1070684			
RUSSIAN FEDERATION	Logo GST	2.15.11	1070684	N/A	7.13.12
	AutoLeather +	1070684			
VIETNAM	Logo GST	2.15.11	1070684	N/A	4.6.12
	AutoLeather +	1070684			
MOROCCO	Logo GST	2.15.11	1070684	N/A	7.18.11
	AutoLeather +	1070684			
GERMANY	Logo GST	2.15.11	1070684	3863285	8.23.11
	AutoLeather +	1070684			
UNITED KINGDOM	Logo GST	2.15.11	1070684	N/A	11.8.11
	AutoLeather +	1070684			
ITALY	Logo GST	2.15.11	1070684	N/A	12.6.11
	AutoLeather +	1070684			
SPAIN	Logo	2.15.11	1070684	N/A	5.9.11
DOMANIIA	GST	1070684	1070704	NT/A	2 27 12
ROMANIA	AutoLeather +	2.15.11	1070684	N/A	2.27.12

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	Logo					
	GST AutoLeather +	1070684				
BENELUX	Logo GST	2.15.11	1070684	N/A	1.20.12	
	AutoLeather +	1070684				
CZECH REP.	Logo	2.15.11	1070684	N/A	9.16.11	
	GST AutoLeather +	1070684				
HUNGARY		2.15.11	1070684	N/A	12.1.11	
HUNGAKT	Logo GST	2.13.11	1070004	IN/A	12.1.11	
	AutoLeather +	1070684				
AUSTRIA	Logo GST	2.15.11	1070684	N/A	8.22.11	
	AutoLeather +	1070684				
BOSNIA/HERZEGOVINA	Logo GST	2.15.11	1070684	N/A	4.4.12	
	AutoLeather +	1070684				
France	Logo	2.15.11	1070684			
	GST	1501227				
Mexico	AutoLeather	6.30.14		1483997	10.01.14	
European Union	Seton	004383683 5.9.05	004383683	004383683	4.19.06	
European Union	Seton and	004383691	004383691	004383691	3.25.06	
Europeun emon	Design	5.9.05	001303071	001303071	5.25.00	
Germany	Seton and	39801732.8		39801732	4.1.98	
	Design	1.15.98				
South Africa	Seton and	1998/0569		199800569	8.2.01	
	Design	1.16.98				
China	SETON	5076481		5076491	9.28.09	
	Seton and	12.22.05 4106414		5076481	9.28.09	
China	Design Design	6.7.04		4106414	5.7.09	
	-	5076482		4100414	3.7.07	
China	SETON	12.22.05		5076482	1.14.09	
C1:	Seton and	4365575				
China	Design	11.16.04		4365575	7.28.07	
	Seton and	1998-006876				
Japan	Design	1.29.98		4282094	6.11/99	
		40-1998-				
	Seton and	0001066				
S. Korea	Design	1.16.98		400440256	2.1.99	
	gemox:	704972		0.00.00		
Mexico	SETON	3.2.05		878501	4.26.05	
N 6 :	Seton and	704973		001571	5 12 05	
Mexico	Design	3.2.05		881571	5.13.05	