

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		11/27/2023	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Bell Automotive Products, Inc.		
Street Address:	428 PEYTON STREET		
City:	EMPORIA		
State/Country:	KANSAS		
Postal Code:	66801-1157		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85838639	FILL & GO	
Serial Number:	86339357	TRUE-RENEW	
Serial Number:	86395358	BELL	
Registration Number:	4003436	BELL AUTOMOTIVE PRODUCTS	
Registration Number:	3878218	BELL AUTOMOTIVE	
Registration Number:	4388577	SHAGGY	
Registration Number:	3687276	NATURAL EFFECTS	
Registration Number:	4298091	BELLAIRE	
Registration Number:	4379872	PLUG & GO	
Registration Number:	4569531	HYPERFLEX CORE	
Registration Number:	4610526	SEAL & GO	
Registration Number:	4569532	HYPERFLEX CORE	
Registration Number:	3545144	QUIK AIRE VICTOR	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<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:	4168657536		
Email:	mabbott@torys.com		

OP \$340.00 85838639

Correspondent Name: Torys LLP
Address Line 1: 79 Wellington St. West
Address Line 2: 30th Floor, PO Box 270
Address Line 4: Toronto, CANADA M5K 1N2

NAME OF SUBMITTER: Maria Abbott

SIGNATURE: /Maria Abbott/

DATE SIGNED: 12/06/2023

Total Attachments: 3

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 27, 2023, by The Bank of Nova Scotia, in its capacity as administrative agent (“Administrative Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Bell Automotive Products, Inc., a Delaware corporation (the “Debtor”) and Administrative Agent were parties to that certain Trademark Collateral Agreement, dated as of June 5, 2015 (the “Security Agreement”), pursuant to which the Debtor granted a security interest to Administrative Agent in certain Trademark Collateral (as defined below) as security for certain obligations owing by Debtor to Administrative Agent, including the trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 15, 2015, at Reel 005552, Frame 0800; and

WHEREAS, the Debtor has requested that Administrative Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to the Debtor.

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

1. Administrative Agent hereby releases its security interest in all of the Debtor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) each trademark, trademark registration, and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

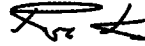
(ii) all proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

2. Administrative Agent hereby reassigns, grants and conveys to the Debtor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent’s right, title and interest in and to the Trademark Collateral.

[Signature Page Follows]

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

The Bank of Nova Scotia, as Administrative Agent



By: _____

Name: Rob King, Managing Director

Its: Duly Authorized Signatory

SCHEDULE A

Registered Trademarks and Trademark Applications

Mark	Country	Application/ Registration No.
Victor	Mexico	1574457
Bell Automotive	China	3165401
BELL (logo)	Europe (OHIM)	11572831
Fill & Go	US	85/838639
True-Renew	US	86/339357
Bell (logo)	US	86/395358
Bell (Class 01) Mexico	Mexico	1215703
Bell (Class 06) Mexico	Mexico	1212460
Bell (Class 07) Mexico	Mexico	1212459
Bell (Class 21) Mexico	Mexico	1221836
Bell (Class 22) Mexico	Mexico	1211363
Bell (Class 27) Mexico	Mexico	1165600
Bell Automotive Products	US	4003436
Bell Automotive Products (Canada)	Canada	845992
Bell Automotive (Canada)	Canada	845990
Bell Automotive	US	3878218
Shaggy	US	4388577
Natural Effects	US	3687276
Bell Automotive (Logo) Europe	Europe	10476001
Ondago (Europe)	Europe	11971884
Bellaire	US	4298091
Plug & Go	US	4379872
Hyperflex Core	US	4569531
Seal & Go	US	4610526
Hyperflex Core (Logo)	US	4569532
Quik Aire Victor (stylized + design)	US	3545144