

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as Second Lien Collateral Agent		12/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MAGPARTS		
Street Address:	1621 Euclid Avenue, Suite 1850		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44115		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0756686		
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	34408.00119		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	12/06/2023		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of December 1, 2023 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., in its capacity as Second Lien Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Collateral Agreement, dated as of April 30, 2018, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Second Lien Collateral Agreement”), the Grantor granted to the Agent, in its capacity as Second Lien Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Second Lien Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 30, 2018 (the “Trademark Security Agreement”) pursuant to which the Grantor granted to the Agent a security interest in, to and under all Trademark Collateral, including the Trademarks listed on Schedule I hereto, for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 1, 2018 at Reel/Frame 6323/0894;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Second Lien Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in, to and under the Trademark Collateral, including the Trademarks set forth on Schedule I attached hereto, arising under the Second Lien Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

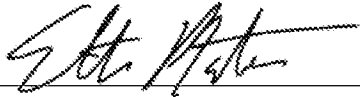
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Agent authorizes the recordation of this Release with the United States Patent and Trademark Office.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**MORGAN STANLEY SENIOR FUNDING,
INC., acting in its capacity as Second Lien
Collateral Agent for the Lenders**

By:  _____

Name: Ethan Plater

Title: Authorized Signatory

GRANTOR:

MAGPARTS

[Signature Page to Trademark Release]

**TRADEMARK
REEL: 008280 FRAME: 0378**

Schedule I

United States Registered and Applied-For Trademarks

Country/ Jurisdiction	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Current Owner	Status
US	Design Only	72150083	7/30/1962	0756686	9/17/1963	Magparts	Registered