

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARQUETTE BUSINESS CREDIT, LLC		12/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARCH AUTO PARTS HOLDING COMPANY INC.		
Street Address:	181-02 Jamaica Avenue		
City:	Hollis		
State/Country:	NEW YORK		
Postal Code:	11423		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5057687	ARCH AUTO PARTS	
Registration Number:	4980146	NY'S NEIGHBORHOOD PARTS STORE	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	1.216.861.7818		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Christina J. Moser		
Address Line 1:	127 Public Square, Suite 2000		
Address Line 2:	BakerHostetler		
Address Line 4:	Cleveland, OHIO 44114-1214		
ATTORNEY DOCKET NUMBER:	121239.00010		
NAME OF SUBMITTER:	Christina J. Moser		
SIGNATURE:	/Christina J. Moser/		
DATE SIGNED:	12/15/2023		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of December 15, 2023 (the “Effective Date”), is made by MARQUETTE BUSINESS CREDIT, LLC, a Delaware limited liability company (“Secured Party”), and ARCH AUTO PARTS HOLDING COMPANY INC., a New York corporation (“Grantor”).

WHEREAS, Grantor and Secured Party are parties to that certain Loan and Security Agreement, dated June 28, 2018 (as renewed, extended, amended, supplemented, restated, or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Secured Party has provided certain credit facilities to Grantor;

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of June 28, 2018, by and between Secured Party and Grantor (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), Grantor granted to Secured Party a security interest in and to Grantor’s entire right, title and interest in, to and under all of Grantor’s Intellectual Property (as defined in the Loan Agreement), which was recorded with the United States Patent and Trademark Office, on August 14, 2018 at Reel/Frame 6412-0851; and

WHEREAS, in reliance on Grantor’s representations and warranties concerning the transactions referenced in that certain letter from UMB Bank, N.A., dated as of December 14, 2023, regarding the repayment of all outstanding amounts due under the Loan Agreement (the “Payoff Letter”), delivered by Grantor to Secured Party, Secured Party has agreed to release all of the security interests, mortgages, and liens which Secured Party has pursuant to the Loan Agreement, including, without limitation, the Released IP (as defined below) upon receipt by Secured Party of the Pay-Off Amount (as defined in the Payoff Letter).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party 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 Security Agreement or the IP Security Agreement, as applicable.

2. Release. Secured Party, without representation, covenant or warranty, express or implied, without recourse to it, and in reliance on the Officer’s Certificate without independent investigation, hereby releases its security interests in and to all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature in which Grantor has granted a security interest to Secured Party, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, the United States Copyright Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including (i) the Copyrights, Patents, and Trademarks (each as defined in the Security Agreement, and including the Trademarks listed on Schedule I attached hereto) or otherwise included in the released assets, (ii) all goodwill associated therewith or symbolized thereby, and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill (the “Released IP”) arising under the Security Agreement. If and to the extent that Secured Party has acquired any rights, titles or interests in and to the Released IP under the Security Agreement, Secured Party, without recourse, representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such rights, titles or interests to Grantor.

3. Further Assurances. Secured Party agrees, at the sole cost and expense of Grantor, to take all further actions, and provide to 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 in form and substance reasonably satisfactory to Secured Party), reasonably requested by Grantor, to more fully and effectively effectuate the purposes of this Release.

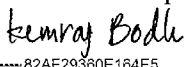
4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of California.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned have caused this Release to be executed by its duly authorized representative as of the date first set forth above.

GRANTOR:

ARCH AUTO PARTS HOLDING COMPANY INC.,
a New York corporation


824E29380E184E5

By: Kemraj Bodh

Its: President

SECURED PARTY:

UMB BANK, N.A. a National Association

By: _____

Its: _____

IN WITNESS WHEREOF, each of the undersigned have caused this Release to be executed by its duly authorized representative as of the date first set forth above.

GRANTOR:

ARCH AUTO PARTS HOLDING COMPANY INC.,
a New York corporation

By: _____
Its: _____

SECURED PARTY:

UMB BANK, N.A.
a National Association

Brandie Boulding

By: Brandie Boulding
Its: Senior Vice President

Schedule I

Trademarks

GRANTOR/ OWNER	TRADEMARK	REGIST. NO.	REGIST. DATE
Arch Auto Parts Holding Company, Inc.	AUTO PARTS trademark	5,057,687	Oct 11, 2016
Arch Auto Parts Holding Company, Inc.	"NY's Neighborhood Parts Store" tagline	4,980,146	Nov 11, 2015