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Assignment ID: TMI38117

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as administrative agent and collateral agent		07/14/2022	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Company Name:	Service King Paint & Body, LLC		
Street Address:	601 Oakmont Lane, Suite 400		
City:	Westmont		
State/Country:	ILLINOIS		
Postal Code:	60559		
Entity Type:	Limited Liability Company: TEXAS		

## **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	5966834	SERVICE KING COLLISON
Registration Number:	5966837	
Registration Number:	5966836	SERVICE KING COLLISION
Registration Number:	5966838	SERVICE KING COLLISION
Registration Number:	5728929	PRO MODEL
Registration Number:	4623342	SERVICEKING COLLISION REPAIR CENTER
Registration Number:	4528426	SERVICEKING COLLISION REPAIR CENTERS
Registration Number:	3480014	SERVICE KING COLLISION REPAIR CENTERS
Registration Number:	3480013	SERVICE KING
Registration Number:	3480024	SERVICE KING

## **CORRESPONDENCE DATA**

**Fax Number:** 3474021997

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:** 2123732619

**Email:** kshmorhun@paulweiss.com,sharling@paulweiss.com

Correspondent Name: Katerina Shmorhun

Address Line 1: 1285 Avenue of the Americas

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Address Line 2: Address Line 4:	Paul, Weiss, Rifkind, Wharton & Garrison LLP New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:		018856-00039	
NAME OF SUBMITTER:		Katerina Shmorhun	
SIGNATURE:		Katerina Shmorhun	
DATE SIGNED:		02/21/2024	

## **Total Attachments: 5**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of July 14, 2022 (this "Release"), is from Wilmington Trust, National Association, a national banking association, in its capacity as administrative agent and collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") under that certain Credit Agreement, dated as of September 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, Midas Intermediate Holdco II, LLC, as the Borrower, Midas Intermediate Holdco I, LLC, as Holdings, the Lenders (as defined therein) party thereto and the Collateral Agent, in favor of Service King Paint & Body, LLC (the "Grantor").

### WITNESSETH:

WHEREAS, the Grantor has entered into that certain Security Agreement, dated as of September 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement"), among the Grantor, the other Loan Parties party thereto and the Collateral Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has executed in connection therewith that certain Trademark Security Agreement, dated as of September 30, 2021 and recorded with the United States Patent and Trademark Office on September 30, 2021 at Reel/Frame 7438/0568 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a lien and security interest to the Collateral Agent in and to the Grantor's right, title, and interest in, to, and under all of such Grantor's registered or applied for trademarks, including the trademarks listed in <u>Schedule I</u> hereto (collectively, the "<u>Released Collateral</u>"); and

WHEREAS, in accordance with the terms for release of collateral set forth in the Credit Agreement and the Security Agreement, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Released Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Collateral Agent hereby states as follows:

1. Release of Security Interest. The Collateral Agent, without representation or warranty of any kind, hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all liens and security interest it has in, to, or under the Released Collateral under the Security Agreement and the Trademark Security Agreement, and (ii) reassigns, re-transfers, and reconveys, without representation or warranty of any kind, any and all such right, title, and interest (if any) that the Collateral Agent may have under the Security Agreement and the Trademark Security Agreement in the Released Collateral to the Grantor. Any right, title, or interest of the Collateral Agent under the Security Agreement and the Trademark Security Agreement in such Released Collateral shall hereby cease and become void.

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- <u>2.</u> <u>Further Assurances.</u> The Collateral Agent hereby agrees to, at the sole cost and expense of the Grantor, take all further actions, and provide to the Grantor its cooperation and assistance (including, without limitation, the execution, acknowledgement, procurement, and delivery of any further documents) and to do such other acts as may be reasonably requested by the Grantor to effect the termination and release of the security interest contemplated hereby.
- <u>3.</u> <u>Governing Law.</u> This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Intellectual Property by its duly authorized officer as of the date first above written.

Wilmington Trust, National Association, as the

Collateral Agent

Name: Jay Campbell

Title: Assistant Vice President

# Schedule I

# **Released Collateral**

(attached)

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# Schedule I

# **Released Collateral**

	OWNER	<u>Trademark</u>	REGISTRATION NUMBER	REGISTRATION DATE
1.	Service King Paint & Body, LLC	SERVICE KING COLLISION	5966834	21-JAN-2020
2.	Service King Paint & Body, LLC	CROWN (Style)	5966837	21-JAN-2020
3.	Service King Paint & Body, LLC	ServiceKing COLLISION (w/Crown)	5966836	21-JAN-2020
4.	Service King Paint & Body, LLC	SERVICE KING – COLLISION (Mark)	5966838	21-JAN-2020
5.	Service King Paint & Body, LLC	PRO MODEL (Design/Logo)	5728929	16-APR-2019
6.	Service King Paint & Body, LLC	SERVICEKING COLLISION REPAIR CENTER (Color)	4623342	21-OCT-2014
7.	Service King Paint & Body, LLC	SERVICE KING COLLISION REPAIR CENTER (Crown)	4528426	13-MAY-2014
8.	Service King Paint & Body, LLC	SERVICE KING COLLISION REPAIR CENTERS	3480014	05-AUG-2008
9.	Service King Paint & Body, LLC	SERVICE KING (Name)	3480013	05-AUG-2008
10.	Service King Paint & Body, LLC	SERVICE KING (Style)	3480024	05-AUG-2008

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**RECORDED: 02/21/2024** 

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