

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322385

| | | | |
|---|-------------------------------------|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fifth Third Bank | | 11/05/2014 | banking corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Ally Equipment LLC | | |
| Street Address: | 216 16th Street | | |
| Internal Address: | Suite 820 | | |
| City: | Denver | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80202 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: COLORADO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3705806 | ALLY EQUIPMENT RENTAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125774688 | | |
| <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: | (312)577-8416 | | |
| Email: | carole.dobbins@kattenlaw.com | | |
| Correspondent Name: | Carole Dobbins c/o Katten Muchin | | |
| Address Line 1: | 525 W. Monroe St. | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Carole Dobbins | | |
| SIGNATURE: | /Carole Dobbins/ | | |
| DATE SIGNED: | 11/06/2014 | | |
| Total Attachments: 5 | | | |
| source=Trademark Release (Ally)#page1.tif | | | |
| source=Trademark Release (Ally)#page2.tif | | | |
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CH \$40.00 3705806

PATENT AND TRADEMARK RELEASE AND REASSIGNMENT

THIS PATENT AND TRADEMARK RELEASE AND REASSIGNMENT is made as of November 5, 2014, by FIFTH THIRD BANK (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Ally Equipment LLC, a Colorado limited liability company (the “Grantor”) and Secured Party were parties to that certain Patent and Trademark Security Agreement dated as of December 31, 2012 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain IP Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks and Patents set forth on Schedules 1 and 2 hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on January 17, 2013, at Reel 4944, Frame 0838;

WHEREAS, Grantor has requested that Secured Party release its security interest in the IP Collateral and reassign any and all rights in the same to Grantor.

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

1. Secured Party hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “IP Collateral”):

(a) all of Grantor’s right, title and interest in and to its now or in the future (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, collective membership marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or may appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) filed in connection therewith, including, without limitation, the trademarks and applications listed on Schedule 1 attached hereto and made a part hereof; (ii) licenses, fees or royalties with respect to the foregoing; (iii) the right to sue and recover for past, present and future infringement, dilution and damages therefore; and (iv) licenses thereunder; all as presently existing or hereafter arising or acquired; and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor’s business connected with the use of, and symbolized by, the foregoing (collectively, the “Trademarks”); and

(b) all of Grantor’s right, title and interest in and to patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule 2 attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue and recover for past, present and future infringements of any of the foregoing, all as presently existing or hereafter arising or acquired (collectively, the “Patents”).

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the IP Collateral.

[Signature Page Follows]

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

FIFTH THIRD BANK

By: 
Name: Nicholas D. Haas
Title: Relationship Manager – Officer

Trademark Release and Reassignment (Ally)

TRADEMARK
REEL: 005395 FRAME: 0538

SCHEDULE 1

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

| <u>Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-----------------------|----------------------------|--------------------------|
| ALLY EQUIPMENT RENTAL | 3,705,806 | 11/03/2009 |

APPLICATIONS

| <u>Mark</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|-------------|----------------------|--------------------|
| | NONE | |

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE

SCHEDULE 2
UNITED STATES ISSUED PATENTS

| <u>Title</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|--------------|----------------------|-------------------|
| NONE | | |

UNITED STATES PATENT APPLICATIONS

| <u>Title</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|--------------|----------------------|--------------------|
| NONE | | |

FOREIGN ISSUED PATENTS

| <u>Title</u> | <u>Country</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|--------------|----------------|----------------------|-------------------|
| NONE | | | |

FOREIGN PATENT APPLICATIONS

| <u>Title</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|--------------|----------------------|--------------------|
| NONE | | |