

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM466373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guggenheim Corporate Funding, LLC		03/20/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brakes Plus, Inc.		
Street Address:	1880 Southpark Drive		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35244		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1798186	BRAKES PLUS	
Registration Number:	2287458		
Registration Number:	2910901	BRAKES PLUS	
Registration Number:	2656391	WHEN AMERICA SAYS "GIMME A BREAK", AMERI	
Registration Number:	3744117		
Registration Number:	3744118	BRAKES PLUS	
Registration Number:	2334455	BRAKES PLUS	
Registration Number:	5039842	WE DO IT ALL!! BRAKES MAINTENANCE REPAIR	
Registration Number:	5035461	SERVICE YOU CAN TRUST AT A PRICE YOU CAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Bhavjyot Singh		
Address Line 1:	200 Park Avenue, 28th FL		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		

OP \$240.00 1798186

ATTORNEY DOCKET NUMBER:	F176100 Brakes Plus
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/ALANA GRAMER/
DATE SIGNED:	03/20/2018
Total Attachments: 4 source=Guggenheim_EXO - Termination and Release of Security Interest in Tradema.brakesplus#page1.tif source=Guggenheim_EXO - Termination and Release of Security Interest in Tradema.brakesplus#page2.tif source=Guggenheim_EXO - Termination and Release of Security Interest in Tradema.brakesplus#page3.tif source=Guggenheim_EXO - Termination and Release of Security Interest in Tradema.brakesplus#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of March 20, 2018 ("Effective Date"), by **GUGGENHEIM CORPORATE FUNDING, LLC**, in its capacity as the Collateral Agent for the Secured Parties (as such terms are defined in the below-defined Credit Agreement) (together with its successors and permitted assigns in such capacity, the "Collateral Agent"), in favor of Brakes Plus, LLC, a Delaware limited liability company (as successor-in-interest to Brakes Plus, Inc., a Delaware corporation) (the "Grantor").

WHEREAS, reference is made to: (a) that certain Credit Agreement, dated as of June 14, 2017 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of December 7, 2017, and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Mavis Tire Express Services Corp. (f/k/a EOC Group, Inc.), a Delaware corporation (the "Borrower"), Mavis Tire Express Services Intermediate Corp. (f/k/a Express Intermediate Holdings Corp.), a Delaware corporation ("Holdco"), the Lenders (as defined therein) from time to time party thereto, the Administrative Agent (as defined therein) and the Collateral Agent; and (b) that certain Security Agreement, dated as of June 14, 2017 (as amended, restated, supplemented and otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and the Collateral Agent;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of November 2, 2017, which was recorded with the United States Patent and Trademark Office (the "USPTO") on November 2, 2017 at Reel 6195, Frame 0772 (as may be amended, restated, supplemented, or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), by and among the Grantor and the Collateral Agent, the Grantor granted to the Collateral Agent a security interest in all of the Grantor's right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule 1 hereto.

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

1. Without representation or warranty of any kind or nature, the Collateral Agent hereby terminates, releases, and discharges its lien on and security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to the Grantor all right, title, and interest of the Collateral Agent in the Trademark Collateral pursuant to the Trademark Security Agreement, and all proceeds thereof, including, without limitation, any and all causes of action which any exist by reason of infringement of the Trademark Collateral.

2. The Collateral Agent hereby terminated, cancels, fully and finally releases, and discharges any other rights it may have under the Security Agreement.

3. The Collateral Agent hereby authorizes the recordation of this Release with the USPTO.

4. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantor's expense, as may be

reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

5. This Release and the rights and obligations of the parties hereunder shall be governed by, shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

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

**GUGGENHEIM CORPORATE FUNDING,
LLC**, a Delaware limited liability company,
as the Collateral Agent

By: 

Name: Kevin M. Robinson

Title: Attorney-in-Fact

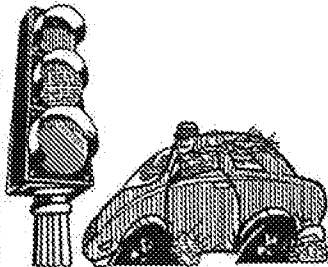
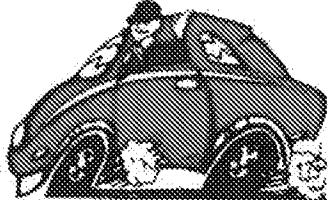

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (BRAKES
PLUS, LLC)]

TRADEMARK
REEL: 006295 FRAME: 0542

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN THE TRADEMARK
COLLATERAL

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

<u>Registered Owner</u>	<u>Jurisdiction</u>	<u>Registration No./Application No.</u>	<u>Mark</u>	<u>Registration Date/ Filing Date</u>
Brakes Plus, Inc.	US	1,798,186	Service Mark of "Brakes Plus"	October 12, 1993
Brakes Plus, Inc.	US	2,287,458		October 19, 1999
Brakes Plus, Inc.	US	2,910,901	Service Mark of "Brakes Plus"	December 14, 2004
Brakes Plus, Inc.	US	2,656,391	Service Mark of "When America Says 'Gimme A Break,' America Comes to Brakes Plus"	December 3, 2002
Brakes Plus, Inc.	US	3,744,117		February 2, 2010
Brakes Plus, Inc.	US	3,744,118	brakes plus 	February 2, 2010
Brakes Plus, Inc.	US	2,334,455	Service Mark of "Brakes Plus"	March 28, 2000
Brakes Plus, Inc.	US	5,039,842	Service Mark of "We Do It All!! Brakes Maintenance Repairs"	September 13, 2016
Brakes Plus, Inc.	US	5,035,461	Service Mark of "Service You Can Trust at a Price You Can Afford"	September 6, 2016