

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK, N.A.		10/19/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	POWER STOP, LLC		
Street Address:	6112 W. 73rd Street		
City:	Bedford Park		
State/Country:	ILLINOIS		
Postal Code:	60638		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4203913	CALLAHAN	
Registration Number:	4203911	CALLAHAN BRAKE PARTS	
Registration Number:	4184462	1-CLICK BRAKE KIT	
Registration Number:	3995376	THERMAL SCORCHED FOR FAST BREAK-IN	
Registration Number:	3897393	EURO-STOP	
Registration Number:	3497727	POWERSTOP	
Registration Number:	3248811	AUTOSPECIALTY	
Registration Number:	5319827	POWERSTOP PS	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	SGGP-207		

CH \$215.00 4203913

NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	10/22/2018
Total Attachments: 4 source=Power Stop (TSG) - Trademark Release#page1.tif source=Power Stop (TSG) - Trademark Release#page2.tif source=Power Stop (TSG) - Trademark Release#page3.tif source=Power Stop (TSG) - Trademark Release#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as October 19, 2018, by BMO HARRIS BANK, N.A., as Administrative Agent (in such capacity, the "Secured Party") for certain lenders. 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, POWER STOP, LLC, an Illinois limited liability company ("Grantor") and Secured Party were parties to that certain Trademark Security Agreement dated as of May 29, 2015 (the "Security Agreement") pursuant to which Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 29, 2015, at Reel 005525, Frame 0367;

WHEREAS, Grantor has requested that Secured Party terminate and release its security interest in and liens on the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor; and

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party's security interest in the Trademarks and Trademark Collateral.

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

1. Secured Party hereby terminates, releases and discharges its continuing security interest in and liens on Grantor's entire right, title and interest in and to any collateral in respect of which a security interest was granted to Secured Party under the Security Agreement, including the following, whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising (all such items or types of property being herein collectively referred to as the "Trademark Collateral"):

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

2. Secured Party hereby reassigns, grants and conveys to 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 Trademarks and the Trademark Collateral.

3. Secured Party hereby authorizes the Grantor, or the Grantor's authorized representative(s), as the case may be, to record this Trademark Release and Reassignment with the United States Patent and Trademark Office and any other applicable governmental office or agency. The Secured Party further authorizes and requests that any necessary United States government officer record this

Trademark Release and Reassignment, it being understood that such recordation shall be at the Grantor's sole expense.

4. Secured Party shall take all further actions and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments) reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Trademark Release and Reassignment, at Grantor's sole expense, and without representation or warranty by Secured Party.

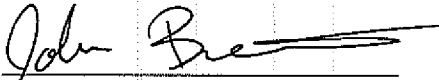
5. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Release and Reassignment, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

6. This Trademark Release and Reassignment may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[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.

BMO HARRIS BANK N.A., as Administrative Agent

By: 
Name: John M. Buchta
Title: Vice President

SCHEDULE A

1. Registered Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
CALLAHAN	85554831	2/28/12	4203913	9/4/12	Power Stop, LLC
CALLAHAN BRAKE PARTS	85552368	2/24/12	4203911	9/4/12	Power Stop, LLC
1-CLICK BRAKE KIT	85182591	11/22/10	4184462	7/31/12	Power Stop, LLC
THERMAL SCORCHED FOR FAST BREAK-IN	85094722	7/28/10	3995376	7/12/11	Power Stop, LLC
EURO-STOP	85039139	5/14/10	3897393	12/28/10	Power Stop, LLC
POWERSTOP	77124736	3/7/07	3497727	9/9/08	Power Stop, LLC
AUTOSPECIALITY	76652970	1/5/06	3248811	6/5/07	Power Stop, LLC
POWERSTOP PS	86570229	3/19/15	5319827	10/31/17	Power Stop, LLC

2. Trademark Applications

None.