

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Agent		12/01/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Preferred Warranties, Inc.		
Street Address:	200 Pinebrook Place		
Internal Address:	P.O. Box 278		
City:	Orwigsburg		
State/Country:	PENNSYLVANIA		
Postal Code:	17961		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1967959	CHECK US OUT!!	
Registration Number:	1968017		
Registration Number:	2359628	PREFERRED WARRANTIES INC.	
Registration Number:	5023588	PWI	
Registration Number:	5228644	PWI PREFERRED WARRANTIES INC.	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	045494-0287		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	12/02/2020		

CH \$140.00 1967959

Total Attachments: 4

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PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of December 1, 2020, is made by JPMORGAN CHASE BANK, N.A, as administrative agent (“Agent”) for the Secured Parties in favor of PREFERRED WARRANTIES, INC., an Indiana corporation (the “Grantor”). Capitalized terms used but not defined herein have the respective meanings given to them, directly or by reference, in the IP Security Agreement (as defined below).

WHEREAS, the Grantor, together with the other grantors party thereto, entered into an Amended and Restated Guarantee and Collateral Agreement, dated as of March 11, 2014 (as it may have been amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor and the other grantors party thereto executed and delivered (i) that certain Amended and Restated Intellectual Property Security Agreement dated as of March 11, 2014 in favor of the Agent, which was recorded with the United States Patent and Trademark Office on April 7, 2014 at Reel/Frame 5253/0907, and (ii) that certain Intellectual Property Security Agreement (Supplemental Filing) dated as of May 31, 2017 in favor of the Agent, which was recorded in the United States Patent and Trademark Office on June 12, 2017 at Reel/Frame 6081/0755 (each, an “IP Security Agreement” and collectively, the “IP Security Agreements”);

WHEREAS, pursuant to the Security Agreement and the IP Security Agreements, the Grantor, together with the other grantors party thereto, granted to the Agent, for the benefit of the Secured Parties, a security interest in (the “Security Interest”) in certain Collateral;

WHEREAS, the Collateral included all of the Grantor’s right, title or interest in and to: (i) all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles or logos and all registrations of and applications to register the foregoing, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (except for any applications filed in the United States Patent and Trademark Office on the basis of the Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent, if any, that, and during the period, if any, in which granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application or of any registration that issues therefrom) and any new renewals thereof, including each registration and application identified in Schedule 1, (ii) all United States patents, patent applications, and all inventions and improvements described and claimed therein, (iii) all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, dilutions and other violations of the foregoing, (v) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof), (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, and (vii) any and all Proceeds of the foregoing (the “Released IP Collateral”); and

WHEREAS, the Grantor has requested that the Agent terminate and release its Security Interest in and on the Released IP Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels and releases the Security Interest in the Released IP Collateral, and hereby re-assigns to the Grantor any right, title or interest it may have in or to the Released IP Collateral, in each case without recourse to the Agent and without representation or warranty of any kind. For the avoidance of doubt, except as expressly set forth above, nothing herein shall affect the Security Interest held by the Agent in the Collateral, or any other lien or security interest granted by Grantor or any other grantors to the Agent.

The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Released IP Collateral listed on Schedule A) is hereby authorized to record this Release with the United States Patent and Trademark Office.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.
as Agent

By: 

Name: Brendan Korb
Title: Vice President

[Signature Page to Partial Release of Security Interest in Intellectual Property]

TRADEMARK
REEL: 007120 FRAME: 0828

SCHEDULE A

Trademarks

Recorded at Reel / Frame 5253/0907

Registered Owner / Grantor	Mark	Registration No.	Registration Date
PREFERRED WARRANTIES, INC.	CHECK US OUT!	1967959	04/16/1996
PREFERRED WARRANTIES, INC.	Design Only (Checkmark)	1968017	04/16/1996
PREFERRED WARRANTIES, INC.	PREFERRED WARRANTIES INC.	2359628	6/20/2000

Recorded at Reel/Frame 6081/0755

Registered Owner / Grantor	Mark	Registration No.	Registration Date
PREFERRED WARRANTIES, INC.	PWI	5023588	8/16/2016
PREFERRED WARRANTIES, INC.	PWI PREFERRED WARRANTIES INC	5228644	6/20/2017