# OP \$465.00 8747855

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM646376

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of First Lien Security Interest in Intellectual Property Collateral at Reel/Frame No. 6643/0352

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		05/11/2021	Limited Partnership: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Amcor Industries, Inc.		
Street Address:	2011 East 49th Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90058		
Entity Type:	Corporation: CALIFORNIA		

## **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	87478555	MY GORILLA GRAPHICS
Registration Number:	1483315	GORILLA
Registration Number:	3381925	G
Registration Number:	3674934	GORILLA AXLE
Registration Number:	3566327	GORILLA GUARD
Registration Number:	1706562	THE GORILLA GRIP
Registration Number:	1988115	
Registration Number:	1863649	GORILLA
Registration Number:	1863650	GORILLA
Registration Number:	1914798	GORILLA
Registration Number:	3542492	
Registration Number:	3582128	TEAM GORILLA
Registration Number:	3657209	GORILLA GUARD
Registration Number:	3786673	GORILLA-LIFT
Registration Number:	4041738	BECAUSE IT'S A JUNGLE OUT THERE
Registration Number:	4390808	GORILLA
Registration Number:	4786520	GORILLA X2 WHEEL LOCKS
Registration Number:	5330471	MY GORILLA GRAPHICS
		TDADEMADI/

<del>TRADEMARK</del>

REEL: 007290 FRAME: 0485

900616306

#### **CORRESPONDENCE DATA**

**Fax Number:** 2138918763

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.

Email:rhonda.deleon@lw.comCorrespondent Name:Latham & Watkins LLPAddress Line 1:355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057121-0395
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	05/12/2021

### **Total Attachments: 8**

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# RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This **RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**, dated as of May 11, 2021 (this "<u>Release</u>"), is made by ANTARES CAPITAL LP (the "<u>Grantee</u>"), in favor of AMCOR INDUSTRIES, INC., a California corporation (the "<u>Grantor</u>").

#### WITNESSETH

WHEREAS, Wheel Pros Intermediate, Inc., a Delaware corporation, the other parties party thereto from time to time, and the Grantee are parties to that certain First Lien Security Agreement, dated as of April 4, 2018 (as amended by the Joinder Agreement to the First Lien Security Agreement, dated as of July 13, 2018, and as further amended, modified, restated and/or supplemented from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed the (i) Grant of First Lien Security Interest in United States Patents, dated as of July 13, 2018 (the "Patent Security Agreement") and recorded with the U.S. Patent and Trademark Office ("USPTO") on May 10, 2019 at Reel/Frame No. 49152/0512, (ii) Grant of First Lien Security Interest in United States Trademarks, dated as of July 13, 2018 (the "Trademark Security Agreement") and recorded with the USPTO on May 11, 2019 at Reel/Frame No. 6643/0352, and (iii) Grant of First Lien Security Interest in United States Copyrights, dated as of July 13, 2018 (the "Copyright Security Agreement," and together with the Patent Security Agreement and the Trademark Security Agreement, the "Intellectual Property Security Agreements") and recorded with the U.S. Copyright Office on May 14, 2019 at V9974 D289, pursuant to which the Grantor granted to the Grantee, a continuing security interest in (a)(i) all of Grantor's right, title and interest in, to and under the United States patents and patent applications (the "Patents") set forth on Schedule I attached hereto, (ii) any and all rights and privileges arising under applicable Law with respect to such Grantor's use of the Patents, (iii) any and all inventions and improvements described and claimed therein, (iv) any and all reissues, divisions, continuations, renewals, extensions, reexaminations and continuations-in-part thereof, (v) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (vi) any and all rights corresponding thereto throughout the world, and (vii) any and all rights to sue for past, present or future infringements thereof (clause (a), the "Patent Collateral"), and (b)(i) all of Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (except any intent-to-use applications for trademark registrations for which a statement of use has not yet been filed) set forth on Schedule I attached hereto (the "Marks"), (ii) all proceeds and products of the Marks, (ii) the goodwill of the businesses with which the Marks are associated, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) any and all rights corresponding thereto throughout the world, and (vi) any and all rights to sue for past, present or future infringements thereof (clause (b), the "Trademark Collateral" and together with the Patent Collateral, the "Intellectual Property Collateral").

WHEREAS, the Grantor has requested that the Grantee release its security interest in all right, title and interest in, to and under all of the Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Grantee hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in, to and under all of the Intellectual Property Collateral, including the issued patents, patent applications, trademark registrations, trademark applications, and copyright

registrations set forth in <u>Schedule I</u> attached hereto and incorporated herein by reference, and agrees that all the security interest in the Intellectual Property Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Grantee may have obtained in, to and under the Intellectual Property Collateral under the Security Agreement and the Intellectual Property Security Agreements.

[SIGNATURE PAGE FOLLOWS]

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

ANTARES CAPITAL LP,

as Collateral Agent

By: // //
Name: Matt McLure

Title: Duly Authorized Signatory

**REEL: 007290 FRAME: 0489** 

## SCHEDULE I

to

# RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

## PATENTS AND PATENT APPLICATIONS

Registered Owner Applicant	<u>Title</u>	Country	Filing Date	Serial No.	Patent No.	<u>Issue Date</u>
AMCOR INDUSTRIES, INC.	Wheel lock	USA	11/1/2013	29/471,588	US D727,720 S	4/28/2015
AMCOR INDUSTRIES, INC.	Fastener	USA	11/1/2013	14/070,403	US 9,051,962 B2	6/9/2015
AMCOR INDUSTRIES, INC.	Wheel lock	USA	11/1/2013	29/471,589	US D711,732 S	8/26/2014

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## TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Registerril</u> Owner Applicant	<u>Mark</u>	County	App. No.	App. Date	Reg No.	Reg Date
AMCOR INDUSTRIES, INC.	MY GORILLA GRAPHICS	USA	<b>\$</b> 747 <b>\$</b> 555	7/7/2017		
AMCOR INDUSTRIES, INC.	GORILLA	USA			1483315	4/5/1988
AMCOR INDUSTRIES, INC.	G	USA			3381925	2/12/2008
AMCOR INDUSTRIES, INC.	GORILLA AXLE	USA			3674934	9/1/2009
AMCOR INDUSTRIES, INC.	GORILLA GUARD	USA			3566327	1/27/2009
AMCOR INDUSTRIES, INC.	THE GORILLA GRIP	USA			1,706,562	8/11/1992
AMCOR INDUSTRIES, INC.	Gorilia Design	USA			1,988,115	7/23/1996
AMCOR INDUSTRIES, INC.	GORILLA (Stylized)	USA			1,863,649	11/22/1994
AMCOR INDUSTRIES, INC.	GORILLA (Stylized and Gorilla Design)	USA			1,863,650	11/22/1994
AMCOR INDUSTRIES, INC.	GORILLA (Stylized)	USA			1,914,798	8/29/1995
AMCOR INDUSTRIES, INC.	Gorilla Design (Gorilla Axle Design)	USA			3,542,492	12/9/2008
AMCOR INDUSTRIES, INC.	TEAM GORILLA	USA			3,582,128	3/3/2009
AMCOR INDUSTRIES, INC.	CORILLA GUARD	USA			3,657,209	7/21/2009
AMCOR INDUSTRIES, INC.	GORILLALIFT	USA			3,786,673	5/11/2010
AMCOR INDUSTRIES, INC.	BECAUSE IT'S A JUNGLE OUT THERE	USA			4,041,738	10/18/2011

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Registered Owner Applicant	Mark	Country	App.No.	App. Date	Reg. No.	Reg. Date
AMCOR INDUSTRIES, INC.	GORILLA	USA			4,390,808	8/27/2013
AMCOR INDUSTRIES, INC.	GORILLA X2 WHEEL LOCKS	USA			4,786,520	8/4/2015
AMCOR INDUSTRIES, INC.	MY GORILLA GRAPHICS (With Stylized Gorilla Logo)	USA	86931076	3/7/2016	5330471	11/7/2017
AMCOR INDUSTRIES, INC.	GORILLA SKIN	USA	\$6953907	3/25/2016		
AMCOR INDUSTRIES, INC.	GORILLA-LIFT	USA	86953915	3/25/2016		
AMCOR INDUSTRIES, INC.	GORILLA	USA (CA)			94988	10/19/1991
AMCOR INDUSTRIES, INC.	GORILLA GRIP	USA (CA)			114546	6/21/2011
AMCOR INDUSTRIES, INC.	GRIP	USA (CA)			94987	10/18/1991
AMCOR INDUSTRIES, INC.	GORILLA (Stylized and Design)	Australia			1311537	7/23/2009
AMCOR INDUSTRIES, INC.	Gorilla Design	Canada			TMA 775,960	\$/31/2010
AMCOR INDUSTRIES, INC.	GORILLA-LIFT	Canada			TMA 815,309	1/11/2012
AMCOR INDUSTRIES, INC.	GORILLA	Canada			TMA 815,236	1/10/2012
AMCOR INDUSTRIES, INC.	GORILLA	EÜ			008427213	3/16/2010
AMCOR INDUSTRIES, INC.	GORILLA	Mexico			503395	
AMCOR INDUSTRIES, INC.	GORILLA (and Design)	Mexico			506233	

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Registered Owner Applicant	<u>Mark</u>	Country	App. No.	App. Date	Reg. No.	Reg. Date
AMCOR INDUSTRIES, INC.	GORILLA SKIN	Canada	1777372	4/14/2016		
AMCOR INDUSTRIES, INC.	GORILLA-LIFT	Canada	1777379	4/14/2016		

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# **COPYRIGHT REGISTRATIONS**

<u>Title</u>	Registration Number	Date Registered	<u>Owner</u>	
Complete wheel installation kit	VA00005973 <b>8</b> 9	4/7/1995	Amcor Industries, Inc.	
The gorilla grip	VA0000689717	1/4/1995	Amcor Industries, Inc.	Á

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**RECORDED: 05/12/2021**