

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HPS INVESTMENT PARTNERS, LLC, as collateral agent		05/07/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LIBERTY TIRE RECYCLING, LLC		
Street Address:	600 River Avenue, 3rd Floor		
Internal Address:	c/o Liberty Tire Services, LLC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15212		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4496464	THE ULTIMATE MULCH	
Registration Number:	4473690	RECYCLE. IT'S OUR COMMITMENT.	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	34408.03500		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	05/24/2021		
Total Attachments: 3			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

Release of Security Interest in Trademarks, dated as of May 7, 2021 by HPS INVESTMENT PARTNERS, LLC, as collateral agent (“Releasor”) to LIBERTY TIRE RECYCLING, LLC (the “Releasee”).

WITNESSETH:

WHEREAS, pursuant to that certain Grant of Security Interest in United States Trademarks, dated as of December 29, 2017 (the “Trademark Security Agreement”), recorded in the United States Patent and Trademark Office (“USPTO”) on January 2, 2018 under Reel/Frame 6239/0840, by Releasee to Releasor, the Releasee, to secure the satisfactory performance and payment in full of all the Secured Obligations (as defined in the Security Agreement) of the Releasee, granted to Releasor a security interest in (i) all of Releasee’s right, title and interest in, to and under all the Trademarks of the Releasee listed on Schedule A hereto, (ii) all Proceeds and products of any and all of the foregoing, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising for infringement of any of the Trademarks or unfair competition regarding the same (collectively, the “Trademark Collateral”); and

WHEREAS, the Releasee has requested, and Releasor has agreed to execute, acknowledge and deliver, this Release of Security Interest in Trademarks to terminate the Trademark Security Agreement and confirm the release, relinquishment and discharge of its continuing security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, including the satisfactory performance and payment in full of all the Secured Obligations of Releasee, the sufficiency and receipt of which are hereby acknowledged, Releasor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Trademark Security Agreement.

SECTION 2. Release of Security Interest. Releasor hereby, without any representation or warranty and without any recourse to Releasor, terminates the Trademark Security Agreement and hereby terminates, releases, relinquishes and discharges its lien on and security interest in the Trademark Collateral and re-assigns and re-conveys to Releasee any and all right, title and interest Releasor may have in or to the Trademark Collateral.

SECTION 3. Governing Law. THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, Releasor has caused this Release of Security Interest in Trademarks to be duly executed as of the date first written above.

HPS INVESTMENT PARTNERS, LLC, as Collateral Agent



By: _____

Name: Vikas Keswani

Title: Managing Director

SCHEDULE A
TRADEMARKS

Trademark	App No.	App. Date	Reg. No.	Reg. Date	Owner
THE ULTIMATE MULCH	85924092	5/6/2013	4496464	3/11/2014	Liberty Tire Recycling, LLC
RECYCLE. IT'S OUR COMMITMENT.	85793751	12/4/2012	4473690	1/28/2014	Liberty Tire Recycling, LLC