

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 7298/0485		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Administrative Agent		03/31/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	AP Air, LLC		
Street Address:	1401 Valley View Ln		
Internal Address:	Ste 100		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75061		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5802113	INFERNO CAB HEATERS BY UNIVERSAL PARTS	
Registration Number:	5120490	ALUMI-TECH	
Registration Number:	5866546	AP AP AIR INC.	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	35981-150		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	03/31/2022		
Total Attachments: 4			

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE, dated as of March 31, 2022 (this “Release”), is made by Antares Capital LP, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties in favor of AP Air, LLC, a Delaware limited liability company (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Credit Agreement dated as of February 8, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among the Borrowers, Holdings, the other Loan Parties from time to time party thereto, Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, Grantor entered into a Guaranty and Security Agreement dated as of August 19, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) by and among the Grantors party thereto and Administrative Agent pursuant to which Grantor pledged its assets as security for the Obligations (as defined in the Credit Agreement) of the Borrowers;

WHEREAS, Grantor and Administrative Agent were parties to that certain Trademark Security Agreement, dated as of May 19, 2021 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Grantor granted a security interest and Lien upon (the “Security Interest”) to Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I attached hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 19, 2021 at Reel 7298, Frame 0485; and

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Administrative Agent hereby states as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Release of Security Interest in Trademark Collateral. Administrative Agent hereby terminates the Trademark Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the “Trademark Collateral”) shall hereby cease and become void:

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Further Assurances. Administrative Agent hereby agrees, at Grantor's expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.

Section 4. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

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

Very truly yours,

ANTARES CAPITAL LP, as Administrative Agent

By: *Kirk E. Sonnefeld*
Name: Kirk Sonnefeld
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Country	Grantor	Registration No.	Registration Date
INFERNAL CAB HEATERS BY UNIVERSAL PARTS	United States	AP Air, LLC	5802113	7/9/19
ALUMI-TECH	United States	AP Air, LLC	5120490	1/10/17
AP AP Air Inc.	United States	AP Air, LLC	5866546	09/24/19