

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release (Reel 6065 / Frame 0064)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/03/2022	Bank: DELAWARE
RECEIVING PARTY DATA			
Name:	Dayco IP Holdings, LLC		
Street Address:	1650 Research Drive Suite 200		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48083		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	86209272	DIESEL PERFORMANCE	
Serial Number:	86209288	POWERBOND	
Serial Number:	86209323	POWERBOND	
Serial Number:	86211819	DAYCO	
Serial Number:	86211869	DAYCO	
Serial Number:	86211955	DAYCO	
Serial Number:	86244015	QUIET W DESIGN	
Serial Number:	86244033	QUIET W DESIGN	
Serial Number:	86499880	QUIET W2 DESIGN	
Serial Number:	86500171	QUIET W ² DESIGN	
Serial Number:	86767345	GOLD LABEL	
Serial Number:	86936775	MOVE FORWARD. ALWAYS.	
Serial Number:	87130362	ACTIVAC	
Serial Number:	87029994	60K INSPECT 90K REPLACE	
Serial Number:	87029947	60,000 INSPECT 90,000 REPLACE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			

OP \$390.00 86209272

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jessica Dias-Jayasinghe

SIGNATURE: /Jessica Dias-Jayasinghe/

DATE SIGNED: 10/04/2022

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Bank

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 3, 2022

- Assignment Merger
 Security Agreement Change of Name
 Other Release (Reel 6065 / Frame 0064)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: 1.) Dayco Products, LLC
2. Dayco Canada Corp

Street Address: 1650 Research Drive Suite 200

City: Troy

State: MI

Country: USA Zip: 48083

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See attached Schedule I

B. Trademark Registration No.(s)
See attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See attached Schedule I

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Dias-Jayasinghe (Paralegal)

Internal Address: _____

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3793

Docket Number: Dayco (08061.1966)

Email Address: JDias-Jayasinghe@cahill.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jessica Dias-Jayasinghe
Signature

October 3, 2022

Date

Jessica Dias-Jayasinghe (Paralegal)

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 3, 2022 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as collateral agent (the “Agent”), in favor of the grantor identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain U.S. Security Agreement, dated as of December 12, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent for the Secured Parties (as defined in the Security Agreement), a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Supplemental Trademark Security Agreement, dated as of May 19, 2017 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office and with the Canadian Intellectual Property Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 22, 2017 at Reel/Frame 6065/0064 and with the Canadian Intellectual Property Office on June 29, 2017;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks of the Grantor set forth on Schedule I attached hereto (the “Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Authorization to Record. The Agent hereby authorizes and requests that the Canadian Intellectual Property Office and any applicable government officer record this Release.
6. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

6. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as Agent for the Secured Parties

By:  _____

Name: Matthew Bourgeois

Title: Senior Vice President

GRANTOR:

DAYCO IP HOLDINGS, LLC

By: Steven Keller

Name: Steven Keller

Title: Vice President & Secretary

SCHEDULE I





TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

* 2017 Bank of America, N.A. trademark security agreement (ABL) at Reel 6065 / Frame 0064

U.S. Trademark Registrations and Applications:

No.	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Dayco IP Holdings, LLC	DIESEL PERFORMANCE & Design 	86209272	03/03/2014	4719067	04/14/2015
2.	Dayco IP Holdings, LLC	POWERBOND	86209288	03/03/2014	4706746	03/24/2015
3.	Dayco IP Holdings, LLC	POWERBOND & Design 	86209323	03/03/2014	4706747	03/24/2015
4.	Dayco IP Holdings, LLC	DAYCO	86211819	03/05/2014	4978513	06/14/2016
5.	Dayco IP Holdings, LLC	DAYCO & Design 	86211869	03/05/2014	4978514	06/14/2016
6.	Dayco IP Holdings, LLC	DAYCO & Design 	86211955	03/05/2014	4648259	12/02/2014
7.	Dayco IP Holdings, LLC	QUIET W DESIGN & Design 	86244015	04/07/2014	4706846	03/24/2015

No.	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
8.	Dayco IP Holdings, LLC	QUIET W DESIGN & Design QUIET W DESIGN	86244033	04/07/2014	4706847	03/24/2015

No.	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
9.	Dayco IP Holdings, LLC	QUIET W ² DESIGN & Design 	86499880	01/09/2015	5050470	09/27/2016
10.	Dayco IP Holdings, LLC	QUIET W ² DESIGN & Design 	86500171	01/10/2015	5064897	10/18/2016
11.	Dayco IP Holdings, LLC	GOLD LABEL	86767345	09/24/2015	5006224	07/26/2016
12.	Dayco IP Holdings, LLC	MOVE FORWARD. ALWAYS.	86936775	03/11/2016		
13.	Dayco IP Holdings, LLC	ACTIVAC	87130362	08/08/2016		
14.	Dayco IP Holdings, LLC	60K INSPECT 90K REPLACE & Design 	87029994	05/09/2016		
15.	Dayco IP Holdings, LLC	60,000 INSPECT 90,000 REPLACE & Design 	87029947	05/09/2016		

Canadian Trademark Registrations and Applications:

OWNER	STATUS	APPLICATION/REGISTRATION NUMBER	TRADEMARK
Dayco IP Holdings, LLC	Registered	TMA981338	100/150 Inspect & Replace Logo (Odometer)
Dayco IP Holdings, LLC	Registered	TMA981342	100/150 Inspect & Replace Logo (Odometer) French

Dayco IP Holdings, LLC	Registered	TMA981108	100/150 Inspect & Replace Signs (Stop/Yield) English
Dayco IP Holdings, LLC	Registered	TMA980765	100/150 Inspect & Replace Signs (Stop/Yield) French
Dayco IP Holdings, LLC	Registered	TMA1014646	ELA
Dayco IP Holdings, LLC	Registered	TMA996250	ELA BELT & Design
Dayco IP Holdings, LLC	Registered	TMA973179	GOLD LABEL
Dayco IP Holdings, LLC	Registered	TMA999688	QUIET W2 DESIGN (black)
Dayco IP Holdings, LLC	Registered	TMA999687	QUIET W2 DESIGN (white)
Dayco IP Holdings, LLC	Registered	TMA937759	DIESEL PERFORMANCE & Design
Dayco IP Holdings, LLC	Registered	TMA913806	NULINE & Design
Dayco IP Holdings, LLC	Registered	TMA913439	POLY RIB
Dayco IP Holdings, LLC	Registered	TMA918747	POWERBOND
Dayco IP Holdings, LLC	Registered	TMA922176	POWERBOND & Design
Dayco IP Holdings, LLC	Registered	TMA935786	QUIET W DESIGN Logo
Dayco IP Holdings, LLC	Registered	TMA937266	QUIET W DESIGN Logo