

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI91314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hark Capital II, LP		01/19/2024	Limited Partnership: DELAWARE
Hark Capital II Parallel, LP		01/19/2024	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Pinnacle Automotive Hospitality Services, Inc.		
Street Address:	7 Easter Ct		
Internal Address:	Ste H		
City:	Owings Mills		
State/Country:	MARYLAND		
Postal Code:	21117		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5653855	PINNACLE AUTOMOTIVE	
Registration Number:	5653861	PINNACLE AUTOMOTIVE	
Registration Number:	4710693	PINNACLE	
Registration Number:	4706733	PINNACLE	
Registration Number:	4710695		
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127153770		
Email:	csg@tomlinsonshapiro.com,mpt@tomlinsonshapiro.com		
Correspondent Name:	Ms. Carly Grant		
Address Line 1:	5440 N Cumberland Ave		
Address Line 2:	Suite 302		
Address Line 4:	Chicago, ILLINOIS 60656		
NAME OF SUBMITTER:	CARLY GRANT		

OP \$140.00.00 87907829

SIGNATURE:	CARLY GRANT
DATE SIGNED:	03/13/2024
Total Attachments: 5 source=PAHS - CDM - Hark Termination and Release of Security Interest (Executed) (TO RECORD)#page1.tif source=PAHS - CDM - Hark Termination and Release of Security Interest (Executed) (TO RECORD)#page2.tif source=PAHS - CDM - Hark Termination and Release of Security Interest (Executed) (TO RECORD)#page3.tif source=PAHS - CDM - Hark Termination and Release of Security Interest (Executed) (TO RECORD)#page4.tif source=PAHS - CDM - Hark Termination and Release of Security Interest (Executed) (TO RECORD)#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, Pinnacle Automotive Hospitality Services, Inc., a Florida corporation (“**PAHS**”) is the owner of the trademark applications and registrations listed on Schedule A attached hereto (all such trademarks, registrations and applications, collectively, the “**Trademarks**”) and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the “**Patents**”);

WHEREAS, PAHS entered into a Loan Agreement dated as of March 29, 2019 (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the “**Loan Agreement**”) and, with Pinnacle Automotive Hospitality Services Holdings, Inc. (“**PAHSH**” and together with PAHS, the “**Pledgors**”), a Security Agreement dated as of March 29, 2019 (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the “**Security Agreement**”), and, in connection with such agreements, among other things, PAHS agreed with Hark Capital II, LP, with offices at 712 Fifth Avenue, 49th Floor, New York, NY 10019 (the “**Primary Lender**”), that PAHS would grant to the Primary Lender a security interest in all of PAHS’s right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks (“**Grant**”);

WHEREAS, the Grant was recorded against the Trademarks and the Patents in the U.S. Patent and Trademark Office (“**USPTO**”) on or about April 1, 2019 (Reel/Frame 6605/0783) (“**Grant Recordation**”);

WHEREAS, the Primary Lender has previously assigned a portion of its interest in the Loan Agreement to Hark Capital II Parallel, LP, a Delaware limited partnership (the “**Feeder Lender**,” and together with Primary Lender, the “**Lenders**”);

WHEREAS, subject to a letter agreement regarding the payoff of loan agreement obligations dated February 22, 2021 from the Primary Lender to PAHS (“**Payoff Letter**”), the Lenders, together, and the Primary Lender, in its capacity as the Agent under the Loan Agreement, irrevocably and automatically released any and all security interests and liens granted to the Lenders and Agent pursuant to the Loan Documents (as such term is defined in the Loan Agreement); and

WHEREAS, the Pledgors and the Lenders desire now to record the release under the Payoff Letter of all security interests and liens that were the subject of the Grant and the Grant Recordation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lenders, together, and the Primary Lender, in its capacity as the Agent under the Loan Agreement, irrevocably and automatically terminate, cancel, discharge, and release, as of February 22, 2021, any and all security interests and liens granted to the Lenders and Agent pursuant to the Loan Agreement, the Loan Documents (as such term is defined in the Loan Agreement), and/or the Security Agreement, including all security interests and liens in the Trademarks and the Patents that were the subject of the Grant and the Grant Recordation. The

Lenders hereby authorize PAHS to record this release with the USPTO against the Trademarks and the Patents.

THE PARTIES' SIGNATURES FOLLOW ON THE NEXT PAGE

HARK CAPITAL II, LP

By: HARK CAPITAL II GP, LLC, its manager

By: 


Name: Doug Cruikshank

Title: Managing Partner

Dated: 1/19/24

HARK CAPITAL II PARALLEL, LP

By: HARK CAPITAL II GP, LLC, its manager

By: 

Name: Doug Cruikshank

Title: Managing Partner

Dated: 1/19/24

Agreed and Accepted

PINNACLE AUTOMOTIVE HOSPITALITY SERVICES, INC.

By: _____

Name: Mark Norwicz

Title: Chief Executive Officer

Dated: January 19, 2024

Agreed and Accepted

PINNACLE AUTOMOTIVE HOSPITALITY SERVICES HOLDINGS, INC.

By: _____

Name: Mark Norwicz

Title: Chief Executive Officer

Dated: January 19, 2024

HARK CAPITAL II, LP

By: HARK CAPITAL II GP, LLC, its manager

By: _____

Name: Doug Cruikshank

Title: Managing Partner

Dated: _____

HARK CAPITAL II PARALLEL, LP

By: HARK CAPITAL II GP, LLC, its manager

By: _____

Name: Doug Cruikshank

Title: Managing Partner

Dated: _____

Agreed and Accepted

PINNACLE AUTOMOTIVE HOSPITALITY SERVICES, INC.

By: Mark Norwicz

Name: Mark Norwicz

Title: Chief Executive Officer

Dated: January 19, 2024

Agreed and Accepted

PINNACLE AUTOMOTIVE HOSPITALITY SERVICES HOLDINGS, INC.

By: Mark Norwicz




Name: Mark Norwicz

Title: Chief Executive Officer

Dated: January 19, 2024

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
Pinnacle Automotive Hospitality Services, Inc.		5,653,861	USA	January 15, 2019
Pinnacle Automotive Hospitality Services, Inc.	Pinnacle Automotive	5,653,855	USA	January 15, 2019
Pinnacle Automotive Hospitality Services, Inc.		4,710,695	USA	March 31, 2015
Pinnacle Automotive Hospitality Services, Inc.		4,710,693	USA	March 31, 2015
Pinnacle Automotive Hospitality Services, Inc.	PINNACLE	4,706,733	USA	March 24, 2015

PATENT AND PATENT APPLICATIONS

None.