

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks-First Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners L.P.		10/11/2013	LIMITED PARTNERSHIP: BERMUDA

RECEIVING PARTY DATA

Name:	Mitchell International, Inc.
Street Address:	6220 Greenwich Dr.
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92122
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2804257	NAGS
Registration Number:	2526051	TRUCKEST
Registration Number:	2614472	GLASSMATE
Registration Number:	1777071	DECISION POINT
Registration Number:	1980882	ULTRA MATE
Registration Number:	1900506	GLASSMATE
Registration Number:	1211533	NAGS
Registration Number:	1680985	MITCHELL
Registration Number:	1374721	MITCHELL
Registration Number:	1683604	MITCHELL
Registration Number:	0277709	NATIONAL AUTO GLASS SPECIFICATIONS
Registration Number:	2680869	MITCHELL1
Registration Number:	2690630	MITCHELL1

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CORRESPONDENCE DATA

Fax Number: 6502515002

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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Correspondent Name: Marcela Robledo, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	051200/1140
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	10/11/2013

Total Attachments: 3

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

This Termination and Release of Security Interest in Trademarks (the "Release") is executed as of October 11, 2013, by **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as Collateral Agent for the Secured Parties under the Credit Agreement referred to below (in such capacity, the "Collateral Agent"), in favor of Mitchell International, Inc. (the "Grantor"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement referred to below.

WHEREAS, the Grantor entered into that certain Credit and Guaranty Agreement dated as of March 28, 2007 (as amended, amended and restated, or otherwise modified to the date hereof, the "Credit Agreement"), among the Grantor, the Collateral Agent and the other parties thereto; and

WHEREAS, pursuant to the Credit Agreement, the Grantor and the Collateral Agent executed a Grant of Trademark Security Interest (first lien) dated as of March 28, 2007 (as amended, amended and restated, or otherwise modified to the date hereof, the "Trademark Security Agreement") pursuant to which the Grantor granted to the Collateral Agent, among others, a continuing security interest in all of the Grantor's right, title and interest in and to the United States Trademark registrations and applications listed on Exhibit A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby, and all rights to sue or otherwise recover for any past, present, or future infringement or other violation or impairment of any of the foregoing (the "Security Interest").

WHEREAS the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 26, 2007 at Reel 3529, Frame 0829.

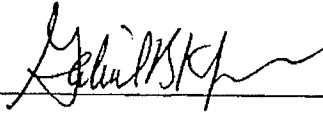
WHEREAS the Collateral Agent has agreed to terminate and release its Security Interest as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Collateral Agent hereby releases, terminates and discharges the Security Interest granted under the Trademark Security Agreement, and any right, title or interest of the Collateral Agent in such Security Interest shall hereby terminate, cease and become void. The Collateral Agent hereby consents to the recording of this Release with the United States Patent and Trademark Office and agrees to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 
Name: _____
Title:

Gabriel Jacobson
Authorized Signatory

EXHIBIT A

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Title	App. No./ Reg. No.
NAGS	2804257
TRUCKEST	2526051
GLASSMATE	2614472
DECISION POINT	1777071
ULTRA MATE	1980882
GLASSMATE	1900506
NAGS	1211533
MITCHELL	1680985
MITCHELL	1374721
MITCHELL AND DESIGN	1683604
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MITCHELL1	2680869
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