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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM452937

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of 1st Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/01/2017	Association: UNITED STATES

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85959185	DECISIONPOINT
Registration Number:	3351277	CLAIMIQ
Registration Number:	2680869	MITCHELL1
Registration Number:	2690630	MITCHELL1
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:	0277709	NATIONAL AUTO GLASS SPECIFICATIONS

CORRESPONDENCE DATA

Fax Number:

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.

Email: james.murray@wolterskluwer.com

TRADEMARK REEL: 006218 FRAME: 0611

900430592

Correspondent Name: Jim Murray

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/01/2017

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.			
Name of conveying party(les): Bank of America, N.A.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Name: Mitchell International, Inc.			
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State: ☐ Other *** Citizenship (see guidelines) USA Additional names of conveying parties attached? ☐ Yes ☒ No 3. Nature of conveyance/Execution Date(s): Execution Date(s) December 1, 2017 ☐ Assignment ☐ Merger	Street Address: 6220 Greenwich Drive City: San Diego State: CA Country:USA Zip: 92122 Individual(s) Citizenship Association Citizenship Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship USA-DE Other Citizenship			
Security Agreement Change of Name Other Release of 1st Lien Security Interest	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 A. Trademark Application No.(s) Text See Schedule A C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) See Schedule A Additional sheet(s) attached? I∑ Yes No.			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:			
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged to deposit account Enclosed			
City: New York State: NY Zip: 10005	8. Payment Information:			
Phone Number: (212) 701-3365 Docket Number: Email Address:ecarrera@cahill.com	Deposit Account Number Authorized User Name			
9. Signature: Signature Elaine Carrera	December 1, 2017 Date Total number of pages including cover 5			
Name of Person Signing Documents to be recorded (including cover sheet)	sneet, attachments, and document:			

Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of December 1, 2017 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of October 11, 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 Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered Trademark Security Agreement, dated as of October 25, 2013 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 25, 2013 at Reel/Frame 5139/0498;

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

- 1. <u>Defined Terms</u>. 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 and the Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, the goodwill associated with such Trademarks, and the right to receive all Proceeds therefrom, 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 Trademarks or the Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, reconveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. 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. <u>Governing Law</u>. This Release shall be governed exclusively under the laws 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 collateral agent for the Lenders

Name: Linda Lov

Title: Assistant Vice President

[Mitchell - First Lien Trademark Release (Mitchell)]

GRANTOR:

MITCHELL INTERNATIONAL, INC.

Name: Elias Olmeta

Title: Treasurer

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Registration/Serial Number	Title
Mitchell International, Inc.	85/959185	DECISIONPOINT
Mitchell International, Inc.	3351277	CLAIMIQ
Mitchell International, Inc.	2680869	MITCHELLI
Mitchell International, Inc.	2690630	MITCHELLI
Mitchell International, Inc.	2804257	NAGS
Mitchell International, Inc.	2526051	TRUCKEST
Mitchell International, Inc.	2614472	GLASSMATE
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Mitchell International, Inc.	1900506	GLASSMATE
Mitchell International, Inc.	1211533	NAGS
Mitchell International, Inc.	1680985	MITCHELL
Mitchell International, Inc.	1374721	MITCHELL
Mitchell International, Inc.	277709	NATIONAL AUTO GLASS SPECIFICATIONS

RECORDED: 12/01/2017