

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452973

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of 2nd Lien Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Bank USA		12/01/2017	Bank: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mitchell International, Inc.		
<b>Street Address:</b>	6220 Greenwich Drive		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92122		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85959185	DECISIONPOINT	
<b>Registration Number:</b>	3351277	CLAIMIQ	
<b>Registration Number:</b>	2680869	MITCHELL1	
<b>Registration Number:</b>	2690630	MITCHELL1	
<b>Registration Number:</b>	2804257	NAGS	
<b>Registration Number:</b>	2526051	TRUCKEST	
<b>Registration Number:</b>	2614472	GLASSMATE	
<b>Registration Number:</b>	1777071	DECISION POINT	
<b>Registration Number:</b>	1980882	ULTRA MATE	
<b>Registration Number:</b>	1900506	GLASSMATE	
<b>Registration Number:</b>	1211533	NAGS	
<b>Registration Number:</b>	1680985	MITCHELL	
<b>Registration Number:</b>	1374721	MITCHELL	
<b>Registration Number:</b>	0277709	NATIONAL AUTO GLASS SPECIFICATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	james.murray@wolterskluwer.com		

OP \$365.00 85959185

**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: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Goldman Sachs Bank USA

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

Citizenship (see guidelines) USA-NY

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: Mitchell International, Inc.

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 \_\_\_\_\_

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)

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

Execution Date(s) December 1, 2017

Assignment       Merger  
 Security Agreement       Change of Name  
 Other Release of 2nd Lien Security Interest

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

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

B. Trademark Registration No.(s)  
See Schedule A

Additional sheet(s) attached?  Yes  No

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

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

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:** 14

**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:** Elaine Carrera      December 1, 2017  
Signature      Date

Elaine Carrera      Total number of pages including cover sheet, attachments, and document: 5  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
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 Goldman Sachs Bank USA, 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 Second 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 “Trademark Security Agreement”), 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 5139/0524;

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 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, re-conveys and re-assigns such right, title or interest to the Grantor.

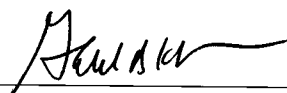
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

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. Governing Law. 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:

**GOLDMAN SACHS BANK USA, acting in its  
capacity as collateral agent for the Lenders**

By:   
Name: \_\_\_\_\_  
Title:


Gabriel Jacobson  
Authorized Signatory

[Mitchell – Second Lien Trademark Release (Mitchell)]

**TRADEMARK**  
**REEL: 006218 FRAME: 0821**

**GRANTOR:**

**MITCHELL INTERNATIONAL, INC.**

By:   
Name: Elias Olmeta  
Title: Treasurer

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Owner</b>	<b>Registration/Serial Number</b>	<b>Title</b>
Mitchell International, Inc.	85/959185	DECISIONPOINT
Mitchell International, Inc.	3351277	CLAIMIQ
Mitchell International, Inc.	2680869	MITCHELL1
Mitchell International, Inc.	2690630	MITCHELL1
Mitchell International, Inc.	2804257	NAGS
Mitchell International, Inc.	2526051	TRUCKEST
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Mitchell International, Inc.	1211533	NAGS
Mitchell International, Inc.	1680985	MITCHELL
Mitchell International, Inc.	1374721	MITCHELL
Mitchell International, Inc.	277709	NATIONAL AUTO GLASS SPECIFICATIONS