

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		12/29/2017	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	LIBERTY TIRE RECYCLING, LLC
<b>Street Address:</b>	1251 Waterfront Place, Suite 400
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	LTR PRODUCTS, LLC
<b>Street Address:</b>	625 Liberty Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Registration Number:</b>	4496464	THE ULTIMATE MULCH
<b>Registration Number:</b>	4473690	RECYCLE. IT'S OUR COMMITMENT.
<b>Registration Number:</b>	4157979	PINNACLE
<b>Registration Number:</b>	4350361	GROUNDSMART

## CORRESPONDENCE DATA

Fax Number: 7147558290

*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.*

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham &amp; Watkins LLP

OP \$115.00 4496464

**Address Line 1:** 650 Town Center Drive, Suite 2000  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:** 060803-0004

**NAME OF SUBMITTER:** Anna T Kwan

**SIGNATURE:** /atk/

**DATE SIGNED:** 12/29/2017

**Total Attachments: 4**

source=Liberty Tire - Release of IP Security - BNYMTC#page1.tif

source=Liberty Tire - Release of IP Security - BNYMTC#page2.tif

source=Liberty Tire - Release of IP Security - BNYMTC#page3.tif

source=Liberty Tire - Release of IP Security - BNYMTC#page4.tif

**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS  
(Second Lien Trademark Security Agreement)**

This Termination and Release of Security Interest in Trademarks (Second Lien Trademark Security Agreement) ("Trademark Release") is made as of December 29, 2017, by **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association (in such capacity, together with its successors and assigns in such capacity, as Collateral Agent (the "Collateral Agent")) in favor of **LIBERTY TIRE RECYCLING, LLC**, a Delaware limited liability company with an address at 1251 Waterfront Place, Suite 400, Pittsburgh, Pennsylvania 15222, and **LTR PRODUCTS, LLC**, a Delaware limited liability company with an address at 625 Liberty Avenue, Pittsburgh, Pennsylvania 15222 (each a "Grantor" and collectively, the "Grantors"). Capitalized terms defined in the Second Lien Trademark Security Agreement (as defined below), used herein and not otherwise defined herein, shall have the meanings given to them in the Second Lien Trademark Security Agreement.

WITNESSETH:

WHEREAS, the Grantors entered into a certain trademark security agreement dated March 5, 2015 (the "Second Lien Trademark Security Agreement") with Collateral Agent, notice of which was recorded on March 6, 2015 at the United States Patent and Trademark Office at Reel 5472, Frame 0918.

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Trademark Security Agreement.

WHEREAS, Grantors mortgaged, pledged and hypothecated to the Collateral Agent and granted to the Collateral Agent, under the terms of the Second Lien Trademark Security Agreement, a continuing security interest (the "Security Interest") in all of the following property of the Grantors: (i) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether the Grantor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule L.I thereto, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses; (ii) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on Schedule L.I attached thereto, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such

trademark, service mark, trade name, trade dress or other indicia of trade origin; (ii) all renewals of any of the items described in clauses (i) and (ii); (iv) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (i), (ii) and (iii); and (v) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule L.1 attached thereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all such Trademarks as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, for itself and on behalf of the holders in association with the Security Interest, hereby releases, terminates and discharges any and all of its interest in the Trademarks of the Grantors, including the goodwill of the businesses with which the Trademarks are associated, and assigns, transfers and conveys to Grantors, without recourse, representation or warranty of any kind, any interest in such intellectual property, including the Security Interest.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the Collateral Agent has caused this Trademark Release to be executed as of the day and year first written above.

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Collateral Agent

By: Leslie Lockhart

Name: Leslie Lockhart  
Title: Vice President

SCHEDULE A

Trademarks

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
THE ULTIMATE MULCH	85924092	5/6/2013	4496464	3/11/2014	Liberty Tire Recycling, LLC
RECYCLE IT'S OUR COMMITMENT.	85793751	12/4/2012	4473690	1/28/2014	Liberty Tire Recycling, LLC
PINNACLE	76702102	3/16/2010	4157979	6/12/2012	LTR Products, LLC
GROUNDSMART	76702103	3/16/2010	4350361	6/11/2013	LTR Products, LLC