# OP \$40.00 4220160

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM459633 Stylesheet Version v1.2

SUBMISSION TYPE:

NEW ASSIGNMENT

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (RELEASES RF 5517/0041)

SEQUENCE: 2

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		01/26/2018	Federal Agency:

### **RECEIVING PARTY DATA**

Name:	Pasha Automotive Services	
Street Address:	1309 Marina Drive	
City:	National City	
State/Country:	CALIFORNIA	
Postal Code:	91950	
Entity Type:	Corporation: CALIFORNIA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4220160	TRUE OPS

### **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 & Watkins LLP

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

ATTORNEY DOCKET NUMBER:	042541-0065
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	01/26/2018

### **Total Attachments: 3**

source=Pasha - Release of Security Interest in Trademark Collateral (Executed)#page1.tif source=Pasha - Release of Security Interest in Trademark Collateral (Executed)#page2.tif source=Pasha - Release of Security Interest in Trademark Collateral (Executed)#page3.tif

# RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is dated as of January 26, 2018 by BANK OF AMERICA, N.A., as Agent (the "Secured Party"), in favor of THE PASHA GROUP ("TPG"), PASHA AUTOMOTIVE SERVICES ("Pasha Automotive"), and HAWAII STEVEDORES, INC. ("Hawaii Stevedores" and collectively with TPG and Pasha Automotive, the "Debtors").

### WITNESSETH

WHEREAS, the Debtors and certain of their affiliates, as borrowers, the financial institutions party to the Agreement (as defined below) from time to time, as lenders, and the Secured Party entered into that certain Loan and Security Agreement, dated as of May 11, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement");

WHEREAS, pursuant to the Agreement, (i) TPG executed and delivered to the Secured Party that certain Memorandum and Notice of Security Interest in Intellectual Property, dated as of May 11, 2015 (the "TPG Notice of Security Interest") and recorded with the United States Patent and Trademark Office ("USPTO") on May 14, 2015 at Reel/Frame No. 5517/0048, (ii) Pasha Automotive executed and delivered to the Secured Party that certain Memorandum and Notice of Security Interest in Intellectual Property, dated as of May 11, 2015 (the "Pasha Automotive Notice of Security Interest") and recorded with the USPTO on May 14, 2015 at Reel/Frame No. 5517/0041, and (iii) Hawaii Stevedores executed and delivered to the Secured Party that certain Memorandum and Notice of Security Interest in Intellectual Property, dated as of October 9, 2015 (the "Hawaii Stevedores Notice of Security Interest" and collectively with TPG Notice of Security Interest and Pasha Automotive Notice of Security Interest, the "Notices of Security Interest") and recorded with the USPTO on October 14, 2015 at Reel/Frame No. 5645/0572, pursuant to which the Debtors granted to the Secured Party, a security interest in and to all of their right, title and interest in and to the Trademarks (as defined in the applicable Notice of Security Interest), including the trademark registrations shown on Schedule I, attached hereto and incorporated herein by reference;

WHEREAS, the Debtors have requested that the Secured Party release its security interest in the Trademarks and the trademark registrations shown on <u>Schedule I</u> in connection with the termination of the Notices of Security Interest.

NOW, THEREFORE, in consideration of the foregoing, the Secured Party hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in the Trademarks and the trademark registrations set forth in <u>Schedule I</u>, and agrees that the security interest upon the Trademarks and such trademark registrations is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Debtors, without recourse, representation or warranty, any and all right, title and interest that the Secured Party may have obtained in, to and under the Trademarks and such trademark registrations under the Agreement and the Notices of Security Interest.

[SIGNATURE PAGES FOLLOW]

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

BANK OF AMERICA, N.A.,

as Secured Party

Name: Stephen King

Title: Senior Vice President

[Signature Page to Release of Security Intererst in Trademark Collateral]

# **SCHEDULE I**

to

## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Owner: The Pasha Group Reel/Frame No. 5517/0048

Mark	Registration No.	
PASHA HAWAII	4474122	01/28/2014

Owner: Pasha Automotive Services

Reel/Frame No. 5517/0041

	Registration No.	POIGERAINM FINE
TRUE OPS	4220160	10/09/2012

Owner: Hawaii Stevedores, Inc. Reel/Frame No. 5645/0572

Mark	Registration No.	Registration Date
HONOHOOK	1638148	03/19/1991

Schedule I

US-DOCS\97478287.4

**RECORDED: 01/26/2018**