

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471994

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as Administrative Agent		04/30/2018	Corporation: SWITZERLAND

RECEIVING PARTY DATA

Name:	MAGPARTS
Street Address:	4200 WEST VALLEY BLVD
City:	POMONA
State/Country:	CALIFORNIA
Postal Code:	91769
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	72150083	

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.

Phone: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o pAUL hastings llp
Address Line 2: 200 park avenue, 28th floor
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	04/30/2018

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

THIS RELEASE OF SECURITY INTEREST (SECOND LIEN) dated and effective as of April 30, 2018 (this "**Release**"), is made by **UBS AG, Stamford Branch**, as administrative agent (in such capacity, the "**Agent**") for certain secured parties pursuant to the Credit Agreement (as defined below), in favor of **MAGPARTS**, a California corporation ("**Grantor**").

WHEREAS, pursuant to (a) that certain Second Lien Credit Agreement, dated as of December 28, 2012, by and among WP CPP Holdings II Inc., WP CPP Holdings, LLC, the lenders from time to time party thereto and the Agent (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "**Credit Agreement**"), and (b) that certain Second Lien Collateral Agreement, dated as of December 28, 2012, by and among the Agent, WP CPP Holdings II Inc., WP CPP Holdings, LLC, Grantor and the other grantors from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "**Collateral Agreement**"), Grantor granted to the Agent a security interest in and to certain collateral, including the trademarks and trademark applications identified on **Exhibit A** to this Release (the "**Trademark Collateral**");

WHEREAS, pursuant to the Credit Agreement and the Collateral Agreement, Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of December 28, 2012, which was recorded in the United States Patent and Trademark Office on December 29, 2012 at Reel 004931, Frame 0671 (the "**Trademark Security Agreement**"); and


WHEREAS, the Grantor has fully satisfied all of its obligations under the Credit Agreement and the Collateral Agreement and all security interests in the Trademark Collateral are fully discharged and released, and the Trademark Security Agreement is canceled and terminated.

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

1. **Termination and Release.** The Agent hereby (a) terminates and cancels the Trademark Security Agreement, and (b) releases, discharges, terminates and cancels all of its lien on and security interest in and to all of its (and its predecessors', successors', assigns' or transferees', as applicable) present and future right, title and interest in, to and under Grantor's trademarks and trademark applications, including the Trademark Collateral, and any goodwill associated with the foregoing. The Agent hereby authorizes and requests the Director of the United States Patent and Trademark Office to record this Release against the Trademark Collateral.
2. **Governing Law.** This Release is governed exclusively under the laws of the State of New York.
3. **Successors and Assigns.** This Release shall be binding upon the Agent's successors, assigns, transferees and other legal representatives, and is made in favor of and for the benefit of Grantor.

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

UBS AG, STAMFORD BRANCH

By: 
Name: Darlene Arias
Title: Director

By: 
Name: Hodsem Daly
Title: Associate Director

[Signature Page to Release of Security Interest in Trademarks (Second Lien)]

EXHIBIT A

Country/ Jurisdiction Name	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Status
US	Design Only	72150083	7/30/1962	0756686	9/17/1963	Registered