# OP \$90.00 1594561

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM509046

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release (Reel 5364 / Frame 0809)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		02/05/2019	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	ABRA, Inc.		
Street Address:	7225 Northland Drive, Suite 210		
City:	Brooklyn Park		
State/Country:	MINNESOTA		
Postal Code:	55428		
Entity Type:	Corporation: MINNESOTA		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1594561	COLLISION PLUS
Registration Number:	4380178	CAR REPAIR FROM PEOPLE WHO CARE
Registration Number:	4380174	TRUE QUALITY

### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	02/07/2019

### **Total Attachments: 4**

source=a44. Clyde - 2L Trademark Release ABRA [Executed]#page1.tif source=a44. Clyde - 2L Trademark Release ABRA [Executed]#page2.tif source=a44. Clyde - 2L Trademark Release ABRA [Executed]#page3.tif

TRADEMARK 900484533 REEL: 006553 FRAME: 0650 source=a44. Clyde - 2L Trademark Release ABRA [Executed]#page4.tif

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)		
Bank of America, N.A.	Additional names, addresses, or citizenship attached? No Name: _ABRA, Inc.		
☐ Individual(s) ☐ Association   ☐ Partnership ☐ Limited Partnership   ☐ Corporation- State: ☐ Other Bank   ☐ Other Bank ☐ Yes ☑ No   Additional names of conveying parties attached? ☐ Yes ☑ No   3. Nature of conveyance/Execution Date(s): Execution Date(s) February 5, 2019   ☐ Assignment ☐ Merger   ☐ Security Agreement ☐ Change of Name   ☑ Other Release (Reel 5364 / Frame 0809)   4. Application number(s) or registration number(s) and	Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship Minnesota  Other_· Citizenship USA  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)  Idientification or description of the Trademark.		
A. Trademark Application No.(s) Text	B. Trademark Registration No.(s)		
	see attached Schedule A		
	Additional sheet(s) attached? X Yes No		
C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence	6. Total number of applications and		
concerning document should be mailed: Name: Doris Ka, Senior Paralegal (IP)	registrations involved:		
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: 80 Pine Street	☐ Authorized to be charged to deposit account ☐ Enclosed		
City:New York	8. Payment Information:		
State: NY Zip: 10005			
Phone Number: (212) 701-3569			
Docket Number: 08061.803 (2L)	Deposit Account Number		
Email Address: dka@cahill.com	Authorized User Name		
9. Signature:	February 6, 2019		
Signature	Date		
Doris Ka	Total number of pages including cover		
Name of Person Signing	sheet, attachments, and document:		

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 February 5, 2019 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of the Grantor (as defined below).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of September 17, 2014, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented 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, Abra, Inc. (the "<u>Grantor</u>") executed and delivered a Trademark Security Agreement, dated as of September 17, 2014 (the "<u>Second Lien Trademark Security Agreement</u>"), which was recorded at the United States Patent and Trademark Office on September 18, 2014 at Reel/Frame 5364/0809;

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 Second Lien 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 trademark registrations and applications set forth on Schedule A attached hereto (the "Released Trademark Collateral"), arising under the Security Agreement and the Second Lien Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Security Agreement or the Second Lien 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 each applicable Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Second Lien 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 by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[signature page follows]

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

Name Gerund Diamond Vice President

# Schedule A

## UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

Trademark	App. No.	Trademark No.	Owner
COLLISION PLUS	73820286	1594561	ABRA, Inc.
Car Repair From People Who Care	85813790	4380178	ABRA, Inc.
True Quality	85813761	4380174	ABRA, Inc.

Sch. A-1

**RECORDED: 02/07/2019**