

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (REEL/FRAME 005012/0699)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A		09/30/2019	National Banking Association: United States
RECEIVING PARTY DATA			
Name:	Tower Automotive Operations USA I, LLC		
Street Address:	17672 N. Laurel Park Drive		
Internal Address:	Suite 400E		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2411705	TOWER AUTOMOTIVE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1135395 A		
NAME OF SUBMITTER:	Junney Kang		
SIGNATURE:	/Junney Kang/		
DATE SIGNED:	09/30/2019		
Total Attachments: 4			
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**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”), is entered into as of September 30, 2019 by **CITIBANK, N.A.**, as agent for the Secured Parties (in such capacity, the “Agent”) in favor of Tower Automotive Operations USA I, LLC, a Delaware limited liability company (the “Lien Grantor”). Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Security Agreement or the Trademark Security Agreements (each as defined below), as applicable.

WHEREAS, the Lien Grantor entered into that certain Amended and Restated Term Loan Security Agreement dated as of March 7, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Tower Automotive Holdings USA, LLC, the guarantors party thereto and the Agent;

WHEREAS, the Lien Grantor entered into (i) that certain Trademark Security Agreement dated as of April 23, 2013 and (ii) that certain Trademark Security Agreement dated as of March 7, 2017 (collectively, the “Trademark Security Agreements”), in each case, pursuant to which the Lien Grantor granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising: (i) each Trademark owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; (ii) each Trademark License to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

WHEREAS, the Trademark Security Agreements were recorded with the United States Patent and Trademark Office, respectively, on (i) April 23, 2013 at Reel 005012, Frame 0699 and (ii) March 8, 2017 at Reel 006005, Frame 0208; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Liens on and continuing security interest in the Trademark Collateral.

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

1. Release of Security Interest. The Agent hereby (i) terminates, cancels, releases and discharges all of its Liens on and security interests in the Trademark Collateral without representation, warranty or recourse of any kind or nature and (ii) terminates and cancels the Trademark Security Agreements.

2. Further Assurances. The Agent hereby authorizes the Lien Grantor or any of its designees to record this Release with the United States Patent and Trademark Office (“USPTO”) and any other

offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Agent authorizes and requests that the USPTO record this Release.

The Agent shall, at the Lien Grantor's sole cost and expense, take all further actions, and provide to the Lien Grantor, 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 Lien Grantor to more fully and effectively effectuate the purposes of this Release.

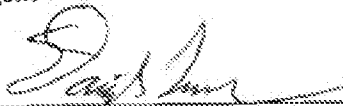
3. Governing Law. THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

4. Miscellaneous. Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the day and year first above written.

CITIBANK, N.A.,
as Agent

By: 
Name: David Tudor
Title: Director & Vice President

[Signature Page to Term Loan Trademark Release]

TRADEMARK
REEL: 006758 FRAME: 0611

Schedule 1

Reel 005012, Frame 0699

U.S. TRADEMARK

REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Tower Automotive	2411705	12/12/2000

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
None.		

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
None.			