

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/10/2020	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Michigan Auto Title Service, Inc.		
Street Address:	300 Church Street		
City:	Mount Clemens		
State/Country:	MICHIGAN		
Postal Code:	48043		
Entity Type:	Corporation: MICHIGAN		
Name:	Guardsman US LLC		
Street Address:	4999 36th Street SE		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49512		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3839815	MICHIGAN AUTO TITLE SERVICE	
Registration Number:	5292246	ADVANCEDGUARD	
Registration Number:	4206817	COMFORTMARK	
Registration Number:	4660888	COOLGUARD	
Registration Number:	2300352	GUARDSMAN	
Registration Number:	1100492	FABRI-KLEEN	
Registration Number:	4732837	FURNISH FEARLESSLY	
Registration Number:	2295264	GOLD IN HOME	
Registration Number:	646965	GUARDSMAN	
Registration Number:	1184842	GUARDSMAN	
Registration Number:	2739069	GUARDSMAN FURNITURE PRO	
Registration Number:	3179775	GUARDSMAN PRO SERIES	
Registration Number:	2198166	ULTIMATE DUSTER	

OP \$415.00 3839815

Property Type	Number	Word Mark
Registration Number:	4847344	WEATHER DEFENSE
Registration Number:	1652445	COB NOB
Registration Number:	2326618	

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, ECarrera@cahill.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:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	01/13/2020
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Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 10, 2020

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Michigan Auto Title Service, Inc.

Street Address: 300 Church Street

City: Mount Clemens

State: MI

Country: USA Zip: 48043

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-MI
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

January 10, 2020
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Guardsman US LLC, a Delaware Limited Liability Company
4999 36th Street SE
Grand Rapids, MI 49512
Citizenship – USA – DE

**RELEASE OF SECURITY INTEREST IN TRADEMARKS
(SECOND LIEN)**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 10, 2020 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Administrative Agent for the Secured Parties (the “Agent”), in favor of Michigan Auto Title Service, Inc. and Guardsman US LLC (individually, a “Grantor”, and, collectively, the “Grantors”). 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 Trademark Security Agreement, as applicable.

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of February 28, 2018 by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Administrative Agent for the Secured Parties, a security interest in and to certain collateral, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of December 7, 2018 (the “Trademark Security Agreement”), pursuant to which each Grantor collaterally assigned, pledged and granted to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right title and interest in any and all of the following of such Grantor (excluding any Excluded Assets): (a) registered Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto; (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by the foregoing; (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and (e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing. (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 11, 2018 at Reel/Frame 6549/0748;

WHEREAS, the Grantors desire that, and the Agent has agreed to, terminate and release its lien on and security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, without representation or warranty of any kind, hereby (a) releases, discharges, terminates and cancels all of its lien on and security interest in and to the Trademark Collateral arising under the Security Agreement and the Trademark Security Agreement, (b) , terminates and cancels the Trademark Security Agreement, and (c) if and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral, the Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest in such Trademark Collateral to the applicable Grantor.

The Agent will take all further actions, and provide to each Grantor and each of 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 such Grantor, at such Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

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 Administrative Agent for the
Secured Parties**

By:  _____

Name: Gavin Shak

Title: Assistant Vice President

Schedule I

Trademarks

Release of Trademark Security Agreement recorded December 11, 2018 at Reel/Frame 6549/0748

OWNER	REGISTRATION NUMBER	TRADEMARK
Michigan Auto Title Service, Inc.	3839815	Michigan Auto Title Service
Guardsman US LLC	5292246	ADVANCED GUARD
Guardsman US LLC	4206817	COMFORTMARK
Guardsman US LLC	4660888	COOLGUARD
Guardsman US LLC	2300352	DESIGN (GUARDSMAN AND OVAL SHIELD)
Guardsman US LLC	1100492	FABRI-KLEEN
Guardsman US LLC	4732837	FURNISH FEARLESSLY
Guardsman US LLC	2295264	GOLD IN HOME
Guardsman US LLC	646965	GUARDSMAN
Guardsman US LLC	1184842	GUARDSMAN
Guardsman US LLC	2739069	GUARDSMAN FURNITURE PRO
Guardsman US LLC	3179775	GUARDSMAN PRO SERIES (and Design)
Guardsman US LLC	2198166	ULTIMATE DUSTER
Guardsman US LLC	4847344	WEATHER DEFENSE
Guardsman US LLC	1652445	COB NOB
Guardsman US LLC	2326618	design only (corn cob holder nob)