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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM597717

Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CANTOR FITZGERALD SECURITIES		09/14/2020	Partnership:

#### **RECEIVING PARTY DATA**

Name:	AIRTEK, LLC	
Street Address:	300 Dixie Trail	
City:	Goldsboro	
State/Country:	NORTH CAROLINA	
Postal Code:	27530	
Entity Type:	Limited Liability Company: DELAWARE	

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

Property Type	Number	Word Mark
Registration Number:	4119908	OBD II BY DESIGN
Registration Number:	1787858	CATCO
Registration Number:	1788062	CATCO

#### **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:** 734-418-4288

Email: trademark@honigman.com

Correspondent Name: Julie E. Reitz

Address Line 1: Honigman LLP

Address Line 2: 29400 Woodward Ave., Suite 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER: 325611-474196

NAME OF SUBMITTER: Julie E. Reitz

SIGNATURE: /Julie E. Reitz/

DATE SIGNED: 09/15/2020

**Total Attachments: 4** 

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#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** ("*Release*") is granted as of September 14, 2020 by **CANTOR FITZGERALD SECURITIES**, as the Purchaser Representative for the Secured Parties, in favor of **AIRTEK**, **LLC**, a Delaware limited liability company (the "*Grantor*"); and

**WHEREAS**, the Grantor is party to a Second Lien Security Agreement dated as of May 10, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and the Purchaser Representative; terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement or the Trademark Agreement (defined below);

**WHEREAS**, the Grantor has executed and delivered the Trademark Security Agreement, dated as of May 10, 2017, which was recorded with the United States Patent and Trademark Office on May 11, 2017 at reel 6055 and frame 0400 ("*Trademark Agreement*"), pursuant to which the Grantor granted a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Agreement);

**WHEREAS**, the Security Agreement has been terminated pursuant to that certain Settlement, Exchange and Release Agreement, dated as of November 2, 2019, and the Purchaser Representative now desires to evidence the full termination and discharge of its interest in the Trademark Collateral described in the Trademark Agreement, including, for the avoidance of doubt, the Trademarks identified in Schedule A annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Purchaser Representative does hereby release, terminate, cancel and discharge fully any and all liens and security interests it may have in and to the Trademark Collateral (as defined in the Trademark Agreement). If, and to the extent that the Purchaser Representative has acquired any right, title and interest in, to, and under the Trademark Collateral (as defined in the Trademark Agreement), the Purchaser Representative hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor. The Purchaser Representative terminates and cancels the Trademark Agreement.

The Purchaser Representative agrees to take all further actions, and provide to the Grantor and its respective 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; provided that any such further action shall be without representation or warranty by, or recourse to, the Purchaser Representative. The Purchaser Representative hereby authorizes and requests that the United States Patent and Trademark Office note and record the present Termination and Release of Security Interest in Trademarks.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Termination and Release of Security Interest in Trademarks as of the date above first written.

## **CANTOR FITZGERALD SECURITIES, as**

the Purchaser Representative

DocuSigned by: James Buccola

By:

-- B733667B2F8943*A* Name: James Buccola

Title: Head of Fixed Income



# Acknowledged and agreed:

**AIRTEK, LLC** as Grantor

Name: Patricia Warfield

Title: Chief Executive Officer

[Signature Page to Release of Cantor Fitzgerald Security Interest in Trademarks – Airtek]

# **SCHEDULE A**

Registered Owner	Trademark Description	Registration / Appl. Number	Registration / Appl. Date
AirTek, LLC	OBD II BY DESIGN	4,119,908	4/3/2012
AirTek, LLC	CATCO	1,787,858	8/17/1993
AirTek, LLC	CATCO	1,788,062	8/17/1993

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**RECORDED: 09/15/2020**