

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACF FINCO I LP		09/30/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Continental Battery Company		
Street Address:	4919 Woodall Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75247		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6062220	BATTERYWHOLESALE	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-841-0406		
Email:	melissa.karasavidis@ropesgray.com		
Correspondent Name:	Melissa Karasavidis, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	HIGM-149-003		
NAME OF SUBMITTER:	Melissa Karasavidis		
SIGNATURE:	/Melissa Karasavidis/		
DATE SIGNED:	10/06/2021		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARK

This **RELEASE OF SECURITY INTEREST IN TRADEMARK** (this “Release”), dated as of September 30, 2021, is made by ACF FINCO I LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”) in favor of Continental Battery Company, a Texas corporation (the “**Grantor**”). Unless otherwise defined herein, terms defined in the ABL Security Agreement and used herein have the meaning given to them in the ABL Security Agreement.

WHEREAS, pursuant to that (i) certain ABL Security Agreement, dated as of January 20, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**ABL Security Agreement**”), among the Grantor, the other grantors party thereto and the Administrative Agent and (ii) certain Trademark Security Agreement, dated as of January 20, 2021 (the “**Trademark Security Agreement**”), made by the Grantor in favor of the Administrative Agent, the Grantor granted and pledged to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in the Trademark listed on Schedule 1 attached hereto (the “**Released Trademark**”); and

WHEREAS, the security interest in the Released Trademark granted and pledged by the Grantor to the Administrative Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on January 21, 2021 at Reel 7207, Frame 0137; and

WHEREAS, the Grantor has requested that the Administrative Agent release its security interest in all right, title and interest in, to and under the Released Trademark;

WHEREAS, the Administrative Agent has agreed to terminate, release and discharge its security interest and lien on the Released Trademark and reassign any and all of the right, title, and interest the Administrative Agent may have in and to the Released Trademark to Grantor; and

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

1. The Administrative Agent, without any recourse to the Administrative Agent and without representation and warranty of any kind, hereby releases and discharges all of its mortgages, liens and security interests in all of the Grantor’s right, title and interest in, to and under the Released Trademark, which had been granted under the Trademark Security Agreement and hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Released Trademark to the Grantor.


2. The Administrative Agent authorizes and requests that the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Release.

3. **THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Trademark to be duly executed as of the date first set forth above.

ACF FINCO I LP,
as Administrative Agent and Collateral Agent

By: 
Name: *Olek Siskupak*
Title: *Authorized Signer*

[Signature Page to Release of Security Interest in Trademarks (Term Loan)]

Schedule 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Grantor	Mark	Registration Number	Registration Date
Continental Battery Company	 battery professionals	6062220	05/26/2020