

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GLADSTONE CAPITAL CORP		03/22/2005	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	AUTOMOTIVE CALIPER EXCHANGE INCORPORATED
Street Address:	1600 N. KRAEMAER BLVD.
City:	ANAHEIM
State/Country:	CALIFORNIA
Postal Code:	92806
Entity Type:	CORPORATION: CALIFORNIA

Name:	AMERICAN REMANUFACTURERS, INC.
Street Address:	1600 N. KRAEMAER BLVD.
City:	ANAHEIM
State/Country:	CALIFORNIA
Postal Code:	92806
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2218534	ACEI
Registration Number:	2218525	ACEI
Registration Number:	2585579	ROADPROVEN
Registration Number:	2458473	ARI
Registration Number:	2458472	ARI

CORRESPONDENCE DATA

Fax Number: (312)701-7711

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Phone: 312-701-7237  
Email: cdore@mayerbrownrowe.com  
Correspondent Name: Christopher Dore  
Address Line 1: 190 S. LaSalle St.  
Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	05/25/2005

Total Attachments: 3  
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source=RSI gcc acei ari#page2.tif  
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**RELEASE OF SECURITY INTEREST**  
**(Trademarks)**

This RELEASE OF SECURITY INTEREST (Trademarks) (this "Release") is made and effective as of the 22 day of March 2004 (the "Effective Date") and is granted by **GLADSTONE CAPITAL CORP.** ("GCC"), in favor of **AUTOMOTIVE CALIPER EXCHANGE INCORPORATED** and **AMERICAN REMANUFACTURERS, INC.** (the "Releasees").

WHEREAS, the Releasees each executed that certain Trademark Security Agreement, dated as of July 16, 2001 (the "Assignments"), in favor of Interpel Corp. ("Interpel"), pursuant to which the Releasees each granted to Interpel a continuing security interest in all of each Releasee's right, title and interest in, to and under the trademarks and trademark registrations listed on the annexed Schedule A (the "Trademark Collateral"), to secure the payment, performance and observance of the obligations referred to therein;

WHEREAS, these Assignments were recorded at the United States Patent and Trademark Office at Reel 2354, Frames 678 and 744 on August 10, 2001;

WHEREAS, Interpel executed that certain Assignment of Interpel Loan Documents and Assumption of Obligations, dated as of December 31, 2001 (the "Interpel Assignment"), in favor of GCC, pursuant to which Interpel assigned to GCC all of Interpel's right, title and interest in, to and under the Trademark Collateral and GCC assumed and agreed to discharge and perform all obligations under the Trademark Collateral pursuant to the Assignments;

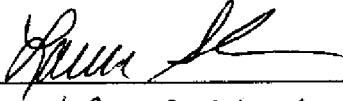
WHEREAS, the Interpel Assignment was recorded at the United States Patent and Trademark Office at Reel 2441, Frame 712 on February 7, 2002; and

WHEREAS, the obligations secured by the Trademark Collateral have been discharged.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GCC, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully its security interest in and to the Trademark Collateral, and GCC reassigns any and all such right, title and interest that it may have in the Trademark Collateral to the Releasees, free and clear of any claims by GCC, together with all causes of action for past infringement. Upon this reassignment, all right, title and interest in the Trademark Collateral shall be vested in the Releasees as fully as if the Assignment had not been made.

IN WITNESS WHEREOF, GCC has caused this Release to be duly executed by its officer thereunto duly authorized as of the Effective Date.

Gladstone Capital Corp.

By: 

Name: LAUREA GLADSTONE

Title: Managing Director

**SCHEDULE A**  
**Trademarks**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Title</b>
2,218,534	January 19, 1999	ACEI
2,218,525	January 19, 1999	ACEI
2,585,579	June 25, 2002	ROADPROVEN
2,458,473	June 5, 2001	ARI
2,458,472	June 5, 2001	ARI

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