

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	Release and Reassignment																
CONVEYING PARTY DATA																	
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>ACAS Acquisitions (Automatic Bar Controls, Inc.)</td><td></td><td>06/30/2005</td><td>CORPORATION: DELAWARE</td></tr><tr><td>Automatic Holding Corporation</td><td></td><td>06/30/2005</td><td>CORPORATION: DELAWARE</td></tr><tr><td>Automatic Bar Controls, Inc.</td><td></td><td>06/30/2005</td><td>CORPORATION: DELAWARE</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	ACAS Acquisitions (Automatic Bar Controls, Inc.)		06/30/2005	CORPORATION: DELAWARE	Automatic Holding Corporation		06/30/2005	CORPORATION: DELAWARE	Automatic Bar Controls, Inc.		06/30/2005	CORPORATION: DELAWARE	
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Automatic Holding Corporation		06/30/2005	CORPORATION: DELAWARE														
Automatic Bar Controls, Inc.		06/30/2005	CORPORATION: DELAWARE														
RECEIVING PARTY DATA																	
Name:	American Capital Strategies, Inc.																
Street Address:	Two Bethesda Metro Center																
City:	Bethesda																
State/Country:	MARYLAND																
Postal Code:	20814																
Entity Type:	CORPORATION:																
PROPERTY NUMBERS Total: 2																	
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Serial Number:</td><td>76331237</td><td>LIQUORSOFT</td></tr><tr><td>Registration Number:</td><td>2593567</td><td>WUNDER-BAR</td></tr></tbody></table>	Property Type	Number	Word Mark	Serial Number:	76331237	LIQUORSOFT	Registration Number:	2593567	WUNDER-BAR								
Property Type	Number	Word Mark															
Serial Number:	76331237	LIQUORSOFT															
Registration Number:	2593567	WUNDER-BAR															
CORRESPONDENCE DATA																	
Fax Number:	(866)459-2899																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	202-783-2700																
Email:	pagodoa@federalresearch.com																
Correspondent Name:	CBCInnovis dba Federal Research																
Address Line 1:	1030 Fifteenth Street, NW, Suite 920																
Address Line 2:	attn: Penelope J.A. Agodoa																
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005																
ATTORNEY DOCKET NUMBER:	341716																

CH \$65.00 76331237

900033408

TRADEMARK
REEL: 003170 FRAME: 0946

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/05/2005
Total Attachments: 5 source=341716#page1.tif source=341716#page2.tif source=341716#page3.tif source=341716#page4.tif source=341716#page5.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings ☐ ☐ ☐

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ACAS Acquisitions (Automatic Bar Controls, Inc.), Automatic Holding Corporation and Automatic Bar Controls, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE

Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release and Reassignment

Execution Date: June 30, 2005

2. Name and address of receiving party(ies)

American Capital Strategies, Inc.

Internal Address _____

Street Address : Two Bethesda Metro Center

City: Bethesda State: MD Zip: 20814

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

Limited Partnership _____

☒ Corporation State _____

☐ Other _____

If assignee is not domiciled in the United States, a designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration
76331237 and 2593567

Additional numbers attached? No

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

Name: Terese M. Scholl

Internal Address: Katten Muchin Rosenman LLP

Street Address: 525 West Monroe, Suite 1900

City: Chicago State IL ZIP 60661

6. Total number of applications and registrations 2

7. Total fee (37 CFR 3.41)..... \$ 65.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Terese M. Scholl

Name of Person

Terese M. Scholl

Signature

September 30, 2005

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK
REEL: 003170 FRAME: 0948

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 30, 2005, by AMERICAN CAPITAL STRATEGIES, INC., as agent ("Agent").

WITNESSETH:

WHEREAS, Agent, ACAS ACQUISITIONS (AUTOMATIC BAR CONTROLS), INC., ("Parent") a Delaware corporation, AUTOMATIC HOLDING CORPORATION, a Delaware corporation ("Holdings"), and AUTOMATIC BAR CONTROLS, INC., a Delaware corporation ("Subsidiary," together with Holdings and Parent, the "Grantors"), were parties to that certain Trademark Security Agreement dated as of July 19, 2002 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Grantors granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Grantors to the financial institutions (collectively, the "Purchasers") from time to time party to that certain Note and Equity Purchase Agreement dated as of July 19, 2002, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on July 25, 2002, at Reel 2552, Frame 0217; and

WHEREAS, Grantors have requested that Agent release its security interest in the Trademarks and reassign the same to Grantors;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantors' right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Exhibit A hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all proceeds of the foregoing, including any claim by the Grantors against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

As used herein, the following terms shall have the following meanings:

“Trademark” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

“Trademark License” means any agreement, whether written or oral, providing for the grant by or to the Grantors of any right to use any Trademark.

2. Agent hereby reassigns, grants and conveys to Grantors, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Grantors' business connected with the use of and symbolized by the Trademark Collateral.

*- Remainder of Page Intentionally Left Blank –
[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

AMERICAN CAPITAL STRATEGIES
INC., as Agent

By: 

Name:

Roland Cline

Title:

Managing Director

Trademark Release and Reassignment - Automatic Bar Controls, Inc.

EXHIBIT A to Trademark Release and Reassignment

Trademark	Application or Registration No.	Application or Registration Date
LIQUORSOFT	76331237	10/29/2001
WUNDER-BAR	2593567	07/16/2002

Release of Trademarks