

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		10/03/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Smittybilt Automotive Group, Inc.		
Street Address:	1550 Magnolia		
City:	Corona		
State/Country:	CALIFORNIA		
Postal Code:	92879		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2038126	SMITTYBILT	
CORRESPONDENCE DATA			
Fax Number:	(310)820-5988		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 207-3800		
Email:	dax_alvarez@bstz.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	12400 Wilshire Boulevard		
Address Line 2:	Seventh Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025-1030		
ATTORNEY DOCKET NUMBER:	085222.T010		
NAME OF SUBMITTER:	Dax Alvarez		
Signature:	/dax alvarez/		
Date:	10/05/2006		

CH \$40.00 2038126

Total Attachments: 4

source=Release#page1.tif

source=Release#page2.tif

source=Release#page3.tif

source=Release#page4.tif

**TERMINATION, RELEASE AND DISCHARGE OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made and entered into as of this 7th day of September, 2006 (the "Release Date") by and among Heller Financial, Inc., a Delaware corporation having a place of business at 500 West Monroe, Chicago, Illinois 60661 ("Secured Party"), acting on its own behalf, and for the benefit of Smittybilt Automotive Group, Inc., a California corporation having a place of business at 1550 Magnolia, Corona, California 92879 ("Debtor"), and any subsidiaries and/or affiliates thereof.

RECITALS

A. In connection with that certain Security Agreement dated January 28, 1999 (the "Security Agreement") and related loan documents, Secured Party made a loan to and other financial arrangements with Debtor.

B. Pursuant to the Security Agreement, Debtor granted to Secured Party a security interest in all of Debtor's rights, title and interest, whether now owned or hereinafter owned or acquired, in and to (i) all of the marks and intellectual property used by Debtor in the conduct of its business including, without limitation, all marks and intellectual property listed and identified on Schedule A attached hereto and by this reference incorporated into and made a part hereof (collectively the "Collateral," whether trademarks, service marks or domain name registrations); (ii) all goodwill associated with the Collateral; (iii) all registrations, certificates of registration (and similar documents), and applications for registration of the Collateral, whether issued or pending before the United States Patent and Trademark Office, the Secretary of State of the State of California, a governmental body of any other state, commonwealth, district, territory, or jurisdiction in the world, or any other administrative body whatsoever, whether issued to or filed by Debtor or to or by another and subsequently assigned to Debtor, including, without limitation, all registration, certificates of registration and applications for registration described on Schedule A together with any renewals thereof and (iv) all proceeds of all of the foregoing in any form, including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any of the Collateral, or for injury to the goodwill associated with the Collateral.

C. By this Release instrument, Secured Party will evidence its termination and release of the foregoing security interest in the Collateral heretofore granted to Secured Party by Debtor.

RELEASE

NOW, THEREFORE, in view of the above recitals, for and in consideration of the premises, provisions and covenants as set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party terminates and releases said security interest as follows:

1. **RELEASE OF SECURITY INTEREST:** Effective as of the Release Date, Secured Party hereby irrevocably, fully, unconditionally and forever terminates, releases and discharges its entire security interest in and to the Collateral heretofore granted to Secured Party by Debtor pursuant to the Security Agreement and the related loan documents.

2. **WORLDWIDE SCOPE OF RELEASE:** By this Release, Secured Party intends to and hereby does, terminate, release and discharge any and all rights, titles and interest it holds or may hold, in any jurisdiction anywhere in the world, in the Collateral pursuant to the Security Agreement and the related loan documents.

3. **RECORDATION OF RELEASE:** The Secured Party understands and agrees that this Release may be recorded by or for Debtor with the United States Patent and Trademark Office and with any other agency, office or authority in any and all other jurisdictions and countries of the world.

4. **COVENANT RE: FURTHER ACTIONS:** Secured Party further agrees, at Debtor's expense, to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtor may reasonably require to effectuate the intent and purpose of this Release.

IN WITNESS WHEREOF, Secured Party has executed this Termination, Release and Discharge as of the date above set forth.

HELLER FINANCIAL, INC.
("Secured Party")

Date: 10/3/06

By: Matthew D. Liepert
Name: Matthew D. Liepert
Title: Duly Authorized Signatory

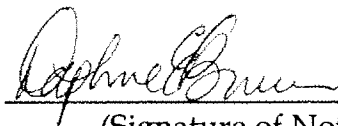
Smittybilt Automotive Group, Inc.'s Intellectual Property

1. SMITTYBILT, U.S. Registration No. 2,038,126 for automobile accessories, namely, sidebars, bumpers, brush guards, grill guards, bumper caps, truck bars, roll bars, cab cages, tube bars, cage kits, skid plates, light bars, tow bars, tow hitches, license plate holders, signal mounting brackets and step pads in International Class 12.
2. OUTLAND (Common Law Trademark) for a wide variety of automobile parts and accessories.
3. The domain name registration www.smittybilt.com.
4. The domain name registration www.smittybiltinc.com.
5. The domain name registration www.gosmitty.com.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 3rd day of October, 2006, before me personally appeared Matthew D. Liepert, to me known who, being by me duly sworn, did depose and say that he/she is a duly authorized representative of HELLER FINANCIAL, INC., described herein and which executed the foregoing instrument and that he/she signed his/her name thereto pursuant to the authority granted by HELLER FINANCIAL, INC.

WITNESS my hand and official seal



(Signature of Notary Public)

SEAL

DAPHNE E. BRUCE
Notary Public, State of New York
No. 01BR5057734
Qualified in Kings County
Commission Expires March 25, 2010

SCHEDULE A