

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association, successor by merger to Congress Financial Corporation, as agent		02/02/2007	Bank:
RECEIVING PARTY DATA			
Name:	New Acton Mobile Industries LLC		
Street Address:	8007 Corporate Drive, Suite A		
Internal Address:	Attention: Mr. Gary E. Bockrath, Chief Financial Officer		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21236		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1003211	AMI	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038265-0032		
NAME OF SUBMITTER:	Kristin J. Azcona		

OP \$40.00 1003211

Signature:	/kristinazcona/
Date:	02/13/2007
Total Attachments: 4 source=New Acton Release#page1.tif source=New Acton Release#page2.tif source=New Acton Release#page3.tif source=New Acton Release#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights ("Release") is made and entered into this 2nd day of FEBRUARY, 2007, by and between New Acton Mobile Industries LLC, a Delaware limited liability company ("New Acton") and Wachovia Bank, National Association, successor by merger to Congress Financial Corporation, as agent ("Secured Party").

WHEREAS, New Acton and Secured Party entered into a Trademark Collateral Assignment and Security Agreement dated August 22, 2003 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, New Acton granted to the Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of New Acton's now existing or hereafter acquired right, title, and interest in and to: (i) all of New Acton's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to New Acton's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by New Acton against third parties for past or future infringement of the Trademarks (collectively, the "Trademark Collateral");

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on October 8, 2003 at Reel 002839 Frame 0940; and

WHEREAS, New Acton and Secured Party desire to terminate the Security Agreement, release the security interest created therein, and assign any rights Secured Party may have acquired in the Trademark Collateral back to New Acton.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, New Acton and Secured Party agree as follows:

1. The Security Agreement is terminated, the security interests created therein are released, and any rights of Secured Party in or to the Trademark Collateral are hereby assigned to New Acton. Without in any way limiting the foregoing, Secured Party hereby terminates and releases its security interest in the Trademark Collateral listed on Schedule I.
2. New Acton currently and hereafter holds and will hold title to the Trademark Collateral in the same manner as if the parties never entered into the Security Agreement.
3. Any provision of this Release which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Release invalid, illegal, or unenforceable in any other jurisdiction.
4. This Release shall be binding upon Secured Party and its respective successors and assigns, and shall inure to the benefit of New Acton and New Acton's heirs, administrators, successors and assigns.
5. The Secured Party shall, at New Acton's expense, take all further actions, and provide New Acton, its heirs, administrators, successors and assigns, such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by New Acton to more fully and effectively effectuate the purposes of this release.

[signatory page follows]

IN WITNESS WHEREOF, Wachovia Bank, National Association, as successor by merger to Congress Financial Corporation, as agent, has caused this Release to be executed by its duly authorized officer on the date first set forth above:

**WACHOVIA BANK, NATIONAL ASSOCIATION, as
successor by merger to Congress Financial Corporation, as Agent**

By: Marc J. Breier
Print Name: Marc J. Breier
Title: Director

STATE OF NEW YORK)
)
) ss.
)
COUNTY OF New York)

BE IT REMEMBERED, that on Feb. 2, 2007 before me, the subscriber, a Notary Public in and for said State and County, personally appeared MARC J. Breier a duly authorized officer of WACHOVIA BANK, N.A., who executed the foregoing Release on behalf of such entity and acknowledged the signing thereof to be his ~~her~~ voluntary act and deed, and the voluntary act and deed of such entity for the uses and purposes mentioned therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

Maria Camacho
Notary Public

Printed Name: MARIA CAMACHO

My County of Residence is: NASSAU
My Commission Expires: _____

[seal]

MARIA CAMACHO
NOTARY PUBLIC, State of New York
No.: 01CA5086952
Qualified in NASSAU County
Certificate Filed in New York County
Commission Expires October 27, 2009

[Trademark Agreement Termination]

SCHEDULE 1

(TRADEMARKS)

Trademark	Registration Number
"AMI logo"	1,003,211