# 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
Ares Capital Corporation, as Collateral Agent	FORMERLY Allied Capital Corporation	04/21/2011	CORPORATION: MARYLAND

#### RECEIVING PARTY DATA

Name:	City Towing Inc.	
Street Address:	4100 E. Cheyenne	
City:	Las Vegas	
State/Country:	NEVADA	
Postal Code:	89125	
Entity Type:	CORPORATION: NEVADA	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3285689	GOODBUY AUTO AUCTION

#### CORRESPONDENCE DATA

Fax Number: (312)577-4565

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

Phone: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-428
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	08/22/2011

#### Total Attachments: 3

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> TRADEMARK REEL: 004609 FRAME: 0605

**- \$40.00** 

### RELEASE OF SECURITY INTEREST

This Release of Security Interest, effective as of April 21, 2011 (the "Effective Date"), is made by ARES CAPITAL CORPORATION (as successor in interest to Allied Capital Corporation), as "Collateral Agent" for the "Lenders" (as defined in the "Security Agreement" defined below) with a principal place of business at 245 Park Avenue, 44th Floor, New York, NY 10167 (the "Agent"), in favor of CITY TOWING INC, a Nevada corporation, with a principal place of business at 9550 Bormet Drive, Mokena, IL 60448 (the "Debtor").

WHEREAS, on January 22, 2008, Debtor and Agent entered into a certain Trademark Collateral Security and Pledge Agreement (the "Security Agreement") which provided for the grant by Debtor to Agent of a security interest in the trademark described on the attached Schedule A (the "Trademark"); and

WHEREAS, on March 4, 2008, Agent recorded in the Patent and Trademark Office the Security Agreement, evidence of its security in the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, as of the Effective Date, Agent hereby (1) releases, discharges and relinquishes its security interest in and lien on the Trademark, as listed on Schedule A, and (2) reassigns to Debtor all right, title, and interest that Agent may have had in and to the Trademark, including all goodwill of the business associated with the Trademark, and the applications for and registrations thereof, and all renewals and extensions thereof, and any and all causes of action for infringement thereof, and any and all royalties for any licenses thereof. Agent specifically acknowledges that the Security Agreement is no longer effective as to the Trademark, and that Agent does not own any rights to or have any ownership interest or claim in the Trademark.

Agent acknowledges and confirms that the terms and conditions of this Release of Security Interest shall be effective evidence of the release of the security interests in the Trademark.

[SIGNATURE PAGE FOLLOWS]

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TRADEMARK REEL: 004609 FRAME: 0606

IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest to be duly executed and delivered as of the date first written above.

ARES CAPITAL CORPORATION (as successor in interest to Allied Capital Corporation) as Collateral Agent for the Lenders

Name:

Title:

**Authorized Signatory** 

STATE OF Dow Jork
COUNTY OF Dew Jork

SS.:

On the 21 day of April 2011, before me personally came / known, who being by me duly sworn, did depose and say, that he/she is the authoral contents ARES CAPITAL CORPORATION (as successor in interest to Allied Capital Corporation) and that said instrument was signed on behalf of such corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act of deed of said corporation.

WITNESS my hand and notarial seal this  $\triangle \setminus$  day of April 2011.

ELIZABETH CRECCA Notary Public, State of New York No. 01CR6202535 Qualified in New York County Commission Expires March 16, 2013

# **SCHEDULE A**

Trademark or United States Patent and Trademark Office

Service Mark Registration No. Registration Date

GOODBUY AUTO 3285689 8/28/2007

**AUCTION** 

PHTRANS/ 995559.1 - 3 -

**RECORDED: 08/22/2011** 

TRADEMARK REEL: 004609 FRAME: 0608