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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
General Electric Capital Corporation, as Agent		10/11/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Magparts
Street Address:	4200 West Valley Boulevard
City:	Pomona
State/Country:	CALIFORNIA
Postal Code:	91769
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0756686	

CORRESPONDENCE DATA

Fax Number: (212)969-2900 Phone: (212) 969-3000

Email: trademark@proskauer.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-076 RELEASE
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
	TRADEMARK

REEL: 004639 FRAME: 0819

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Date:	10/11/2011
Total Attachments: 4 source=MAGPARTS Trademark Security Resource=MAGPARTS	elease#page2.tif elease#page3.tif

TRADEMARK REEL: 004639 FRAME: 0820

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of October 11, 2011 by General Electric Capital Corporation, as Agent ("GECC"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Trademark Security Agreement (as defined below).

WHEREAS, GECC and Magparts, a California corporation ("Grantor"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of August 10, 2010;

WHEREAS, pursuant to the Trademark Security Agreement, Grantor granted GECC a security interest in the Trademark Collateral of Grantor, including, without limitation, the Trademark Collateral listed on <u>Schedule A</u> attached hereto as security for certain obligations of Grantor to GECC (the "Obligations");

WHEREAS, GECC recorded the Trademark Security Agreement on August 10, 2010 at Reel 4257, Frame 0905 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that GECC release in its entirety, its security interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC hereby agrees as follows:

- 1. GECC hereby absolutely, unconditionally, fully and irrevocably releases, terminates and forever discharges all of GECC's now existing and hereafter acquired right, title and interest in, to and under (including its security interest in and lien on) the following Trademark Collateral, including, without limitation, the Trademark Collateral listed on <u>Schedule A</u> attached hereto:
- (a) all Trademarks and all IP Licenses providing for the grant of any right by or to the Grantor under any Trademark, including, without limitation, those Trademarks and IP Licenses listed on Schedule A attached hereto;
 - (b) any and all renewals or extensions of the foregoing;
- (c) the goodwill of Grantor's business connected with the use of, or symbolized by, such Trademarks;
- (d) all income, royalties, proceeds, damages and payments now and hereafter due or payable or asserted under or with respect to any of the foregoing, including, without limitation (i) payments under all IP Licenses entered into in connection with the foregoing and damages and payments for past or future infringements thereof, and (ii) all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof;
- (e) all documents, packages, prints and labels on which such Trademarks have appeared and all designs and general intangibles of a like nature; and

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- (f) all rights corresponding thereto throughout the world.
- 2. GECC hereby assigns, transfers and sets over to Grantor all of GECC's now existing and hereafter acquired right, title and interest in, to and under the Trademark Collateral under the Trademark Security Agreement, together with the goodwill of the business symbolized by such Trademark Collateral. GECC acknowledges and agrees that the Trademark Security Agreement has been terminated.
- 3. GECC agrees, at the sole cost and expense of Grantor, to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to effect the release and termination of the security interest and lien contemplated herein, including, but not limited to, the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.
- 4. This release shall be construed in accordance with and governed by the laws of the State of New York.
- 5. GECC hereby authorizes and requests that the Director of Patents and Trademarks of the United States of America and any other applicable government officer record this Release of Trademarks.
- 6. GECC hereby represents and warrants that it has full authority to execute and deliver this Release of Trademarks. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, GECC shall, upon Grantor's request, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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IN WITNESS WHEREOF, GECC has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent

By: Name:

H. Carl Gructwar Duly Authorized Signatory Title:

SCHEDULE A

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Miscellaneous Design	0756686	9/17/63

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RECORDED: 10/11/2011