

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		01/13/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nivel Parts & Manufacturing Co., LLC		
Street Address:	3510-I Port Jacksonville Parkway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32226		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3357181	THUNDERBULL	
Registration Number:	3974875	ACCESSORIZE BEYOND THE BOX	
Registration Number:	2788259	FORE- PAR	
Registration Number:	3520176	EC EVERYTHING CARTS	
Registration Number:	3736706	GOLF CARTS LOVE US!	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda Kastner		

OP \$140.00 3357181

Signature:	/lk/
Date:	01/13/2012
Total Attachments: 7 source=IP Release - GE.Nivel - 2.8.11 documents#page1.tif source=IP Release - GE.Nivel - 2.8.11 documents#page2.tif source=IP Release - GE.Nivel - 2.8.11 documents#page3.tif source=IP Release - GE.Nivel - 2.8.11 documents#page4.tif source=IP Release - GE.Nivel - 2.8.11 documents#page5.tif source=IP Release - GE.Nivel - 2.8.11 documents#page6.tif source=IP Release - GE.Nivel - 2.8.11 documents#page7.tif	

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "**Release**"), dated as of January 13th, 2012, is made by GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT ("**Agent**"), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in connection with that certain Credit Agreement, dated as of February 8, 2011 (as amended, restated, supplemented or otherwise modified from time to time, and together with all general security agreements, trademark security agreements, and copyright security agreements entered into in connection therewith or in connection with prior versions thereof, the "**Credit Agreement**"), among NIVEL PARTS & MANUFACTURING CO., LLC (the "**Borrower**"), HT ELECTRIC ACQUISITION, LLC, NIVEL PARTS, LLC, IMC ACQUISITION, LLC, CART PARTS, LLC AND BUGGIES UNLIMITED, LLC. (collectively, with the Borrower, the "**Credit Parties**"), the Agent and the Lenders signatory thereto from time to time (each individually a "**Lender**," and collectively, the "**Lenders**"), the Lenders made credit extensions to the Credit Parties;

WHEREAS, in connection with the Credit Agreement, and pursuant to those Trademark, Patent and Copyright Security Agreements described on Annex I attached hereto (collectively, the "**Security Agreements**"), the Credit Parties granted security interests in certain intellectual property owned by the Credit Parties including those listed on Annex I attached hereto (collectively, the "**Intellectual Property Collateral**"); and

WHEREAS, the Security Agreements were recorded in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, on the dates and on the reels, and frames or volumes as set forth on Annex I hereto;

NOW THEREFORE, Agent hereby **RELEASES**, without representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and Agent hereby reassigns any and all such right, title and interest (if any) that Agent may have in the Intellectual Property Collateral to the Credit Parties, respectively.

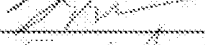
Agent agrees, at the Credit Parties' expense, to cooperate with the Credit Parties and to provide the Credit Parties with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as
Agent

By: 
Name: Seah Angel
Title: Duly Authorized Signatory

ANNEX I

The Trademark Security Agreement dated as of February 8, 2011, by Borrower and the other Credit Parties party thereto in favor of Agent, which was recorded with the United States Patent and Trademark Office (the "USPTO") on February 8, 2011 at Reel 004470, Frame 0852, as amended by that certain Amendment No. 1 to Trademark Security Agreement dated as of April 8, 2011 and recorded with the USPTO on August 11, 2011 at Reel 004602, Frame 0859 and as further amended by that certain Amendment No. 2** to Trademark Security Agreement dated as of September 20, 2011 and recorded with the USPTO on September 21, 2011 at Reel 4627, Frame 0234 and covering the following trademarks:

U.S. Trademark Registrations	
Registration No./Date	Trademark
3357181 12/18/07	Thunderbull
3974875 6/7/11	Accessorize Beyond the Box
2788259 12/2/03	Fore-Par
3520176 10/21/08	EC Everything Carts
3736706 1/12/10	Golf Carts Love Us!

**** Note that the USPTO Cover Sheet to the Amendment No. 2 to Trademark Security Agreement, recorded at Reel 4627, Frame 0234, incorrectly titles the document as "Amendment No. 1 to Trademark Security Agreement".**

The Trademark Security Agreement dated as of February 8, 2011, by IMC Acquisition, LLC and the other Credit Parties party thereto in favor of Agent, which was recorded with the USPTO on February 8, 2011 at Reel 004470, Frame 0965 and covering the following trademark:

U.S. Trademark Registrations	
Registration No./Date	Trademark
1723612 10/13/92	CONCORD

The Trademark Security Agreement dated as of February 8, 2011, by Buggies Unlimited, LLC and the other Credit Parties party thereto in favor of Agent, which was recorded with the USPTO on February 8, 2011 at Reel 004470, Frame 0940 and covering the following trademarks:

U.S. Trademark Registrations	
Registration No./Date	Trademark
3464311 7/8/08	BU BUGGIES UNLIMITED
3464310 7/8/08	BU BUGGIES UNLIMITED
2509423 11/20/01	BUGGIES UNLIMITED

The Patent Security Agreement dated as of February 8, 2011, by Nivel Parts & Manufacturing Co., LLC and the other Credit Parties party thereto in favor of Agent, which was recorded with the USPTO on February 8, 2011 at Reel 025757, Frame 0379 and covering the following patents:

U.S. Patent Registrations	
Registration No./Date	Patent
7185901 3/6/07	Golf Cart Spindle
7581740 9/1/09	Gold Cart Front Suspension Lift System
5385379 1/31/95	Split-Panel Windshield Assembly for Attachment to a Recreation Vehicle
5385380 1/31/95	Split Windshield Assembly for Recreation Vehicle
5568953 10/29/96	Retaining Latch for Golfcart Hinged Windshields
5588690 12/31/96	Double Back Golf Cart Enclosure
5975615 11/2/99	Golf Cart Enclosure and Windshield Bracket
6663158 12/16/03	Golf Cart Bracket and Windshield Assembly
7354092 4/8/08	Golf Cart Enclsoure
4488750 12/18/84	Adjustable Windshield for a Vehicle
4846524 7/11/89	Frame for Fold Down Top for Vehicles
4792175 12/20/88	Windshield Assembly for Golf Carts
4773694 9/27/88	Golf Cart Enclosure
4795205 1/3/89	Windshield for Golf Cart

The Copyright Security Agreement dated as of February 8, 2011, by the Credit Parties in favor of Agent, which was recorded with the United States Copyright Office on February 14, 2011 at Volume 3593, Document Number 584 and covering the following copyrights:

U.S. Copyright Registrations	
Registration No.	Title
TX-0003700173	The CartTrader
TX-0003632333	Golf Turf & Industrial vehicle parts
TX-0006524403	2006 Parts and Accessories; Cart-Parts, Inc.
TX-0005961008	Catalogue; Cart-Parts, Inc.
TX-0003112609	Catalogue: Cart-Parts, Inc.
TX-0002600483	Catalogue: Cart-Parts, Inc.
TX-0004776577	1998-1999 accessories catalog; Cart-Parts, Inc.
TX-0004559658	1997-1998 parts catalogue, Cart-Parts, Inc.
TX-0002113831	1997-1998 parts catalogue, Cart-Parts, Inc.
TX-0003550667	1993-1994 catalogue; Cart-Parts, Inc.
TX-0004070022	1995-1996 catalogue; Cart-Parts, Inc.
TX-0005367263	2001 & 2002 accessories catalog; Cart-Parts, Inc.
TX-0006162514	2005 parts and accessories catalogue; Cart-Parts, Inc.
TX-0006838966	2007 parts and accessories catalog; Cart-Parts, Inc.
TX-0005741768	Accessories catalogue 2003; Cart-Parts, Inc.
TX-0005741603	2003-2004 parts catalog; Cart-Parts, Inc.
TX-0006866507	2008 for all your golf car needs United States