# 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<br>Corporation, as Agent |          | 01/13/2012     | CORPORATION: DELAWARE |

### **RECEIVING PARTY DATA**

| Name:           | IMC Acquisition, LLC                |
|-----------------|-------------------------------------|
| Street Address: | 3510-1 Port Jacksonville Parkway    |
| City:           | Jacksonville                        |
| State/Country:  | FLORIDA                             |
| Postal Code:    | 32226                               |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE |

# PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1723612 | CONCORD   |

## **CORRESPONDENCE DATA**

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 (312)993-9767

 Phone:
 312/876-7628

Email: linda.kastner@lw.com

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

via US Mail.

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

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Address Line 4: Chicago, ILLINOIS 60606

| NAME OF SUBMITTER: | Linda Kastner |
|--------------------|---------------|
| Signature:         | /lk/          |
| Date:              | 01/13/2012    |

TRADEMARK REEL: 004698 FRAME: 0550 OP \$40,00 1723612

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# 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 <u>Annex I</u> 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 <u>Annex I</u> 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

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 |  |  |
|------------------------------|--|--|
| Trademark                    |  |  |
| Thunderbull                  |  |  |
| Accessorize Beyond the Box   |  |  |
| Fore-Par                     |  |  |
|                              |  |  |
| EC Everything Carts          |  |  |
| Golf Carts Love Us!          |  |  |
|                              |  |  |

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<sup>\*\*</sup> 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<br>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<br>7/8/08            | BU BUGGIES UNLIMITED |  |
| 3464310<br>7/8/08            | BU BUGGIES UNLIMITED |  |
| 2509423<br>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                   | Golf Cart Spindle  |  |
| 3/6/07                    |  |  |
| 7581740                   | Gold Cart Front Suspension Lift System                         |  |
| 9/1/09                    |  |  |
| 5385379                   | Split-Panel Windshield Assembly for Attachment to a Recreation |  |
| 1/31/95                   | Vehicle  |  |
| 5385380                   | Split Windshield Assembly for Recreation Vehicle               |  |
| 1/31/95                   |  |  |
| 5568953                   | Retaining Latch for Golfcart Hinged Windshields                |  |
| 10/29/96                  |  |  |
| 5588690                   | Double Back Golf Cart Enclosure                                |  |
| 12/31/96                  |  |  |
| 5975615                   | Golf Cart Enclosure and Windshield Bracket                     |  |
| 11/2/99                   |  |  |
| 6663158                   | Golf Cart Bracket and Windshield Assembly                      |  |
| 12/16/03                  | ·  |  |
| 7354092                   | Golf Cart Enclsoure  |  |
| 4/8/08                    |  |  |
| 4488750                   | Adjustable Windshield for a Vehicle                            |  |
| 12/18/84                  |  |  |
| 4846524                   | Frame for Fold Down Top for Vehicles                           |  |
| 7/11/89                   |  |  |
| 4792175                   | Windshield Assembly for Golf Carts                             |  |
| 12/20/88                  |  |  |
| 4773694                   | Golf Cart Enclosure  |  |
| 9/27/88                   |  |  |
| 4795205                   | Windshield for Golf Cart                                       |  |
| 1/3/89                    |  |  |

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         |  |

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