Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GE ANTARES CAPITAL (formerly Antares Capital Corporation)

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: V&H Performance, LLC (fka V&H Performance, Inc.)
Internal Address:
Street Address: 13861 Rosecrans Avenue
City: Santa Fe Springs
State: CA
Country: USA Zip: 90670

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other See Attachment A Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 26, 2012

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other See Attachment A

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,693,185
2,755,532

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Stephanie S. Kann, Senior Paralegal
Internal Address: Gibson, Dunn & Crutcher LLP
Street Address: 3161 Michelson Drive
City: Irvine
State: CA Zip: 92612
Phone Number: 949-451-3800
Fax Number: 949-475-4754
Email Address: skann@gibsondunn.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $65.00

☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 501408
Authorized User Name Stephanie Kann

9. Signature:

Signature

4/5/2012
Date

Stephanie S. Kann
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $65.00 501408 269318

Attachment A

2. Other – Limited Liability Company
3. Other – Termination and Release of Security Interest in Trademarks recorded at Reel 2725/Frame 0479

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE** (this "Trademark Release") is made as of March 26, 2012 from GE ANTARES CAPITAL (formerly Antares Capital Corporation) ("Antares"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) to V&H Performance, LLC (formerly V&H Performance, Inc.) (together with its permitted successors and assigns, the "Grantor"). Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement (each as defined below) and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

WHEREAS, pursuant to the Credit Agreement, dated as of June 12, 2002 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, Motorsport Aftermarket Group, Inc., a Delaware corporation ("**MAG**"), White Brothers Performance Products, Inc., a California corporation ("**WBPP**"), J&P Cycles, Inc., an Iowa corporation ("**J&P**"), Progressive Suspension, Inc., a California corporation ("**Progressive**"), and Kuryakyn Holdings, Inc., a Wisconsin corporation ("**Kuryakyn**"), Grantor, MAG, WBPP, J&P, Progressive and Kuryakyn are referred to herein each individually as a "Borrower" and collectively as the "Borrowers"), MAG, in its capacity as borrowing agent and funds administrator (in such capacity, the "Funds Administrator"), the Collateral 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 Borrower, the repayment of which was guaranteed by the Borrowers;

WHEREAS, the Grantor is party to a Trademark Security Agreement, dated as of June 12, 2002, 2005, in favor of the Administrative Agent (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement);

WHEREAS, in connection with the Security Agreement, the Grantor executed that certain Trademark Security Agreement, dated June 12, 2002 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded at Reel 2725 and Frame 0479 on May 6, 2003;

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

The Collateral Agent agrees, at the Grantors' expense, to cooperate with the Grantors and to provide the Grantors with the information and additional authorization reasonably required or desirable to effect the release of the Collateral 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 Collateral Agent has executed this Release as of the date first above written.

GE ANTARES CAPITAL (formerly Antares Capital Corporation), as Collateral Agent

By: _____
Name: ERIC WATSON
Title: DULY Authorized Signatory

[Signature Page to Termination And Release Of Security Interest In Trademarks]

SCHEDULE I

TRADEMARK COLLATERAL

Mark	Serial No.	Registration No.
VANCE & HINES	76417011	2693185
VANCE & HINES RACING	76417012	2755532

GIBSON, DUNN & CRUTCHER LLP
A Registered Limited Liability Partnership
Including Professional Corporations
3161 Michelson Drive
Irvine, California 92612-4412

TELEPHONE: 949.451.3800
FACSIMILE: 949.451.4220

FACSIMILE TRANSMISSION INFORMATION

April 5, 2012

TO: Mr./Ms.: United States Patent and Trademark Office

Company:

City, State:

Facsimile No.: 571-273-0140

Main Telephone: 571-272-3350

FROM: Stephanie S. Kann Room: OC-1108 Direct Dial: +1 949.451.4307

Our File Number: 79823-00004 Fax: +1 949.475.4754 Email: SKann@gibsondunn.com

TOTAL NUMBER OF PAGES, INCLUDING COVER LETTER: 6

☞ **If you do not receive all the pages transmitted, please contact the facsimile operator immediately at telephone number949.451.3930.**

Fax Operator: Stephanie S. Kann

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SPECIAL INSTRUCTIONS/MESSAGE:

Please see attached Recordation Form Cover Sheet, Attachment A, and Termination and Release of Security Interest in Trademarks.

Please call me with any questions.
Stephanie Kann

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