

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Capital Bank, National Association		12/03/2012	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	GPD of America, LLC		
Street Address:	3729 Avondale Road		
City:	Macon		
State/Country:	GEORGIA		
Postal Code:	31216		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3816396		
Registration Number:	3830199	GPD	
Registration Number:	3895935	GLOBAL PARTS DISTRIBUTORS, LLC	
CORRESPONDENCE DATA			
Fax Number:	9194168363		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9192868049		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	031558.205		

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**TRADEMARK
 REEL: 004914 FRAME: 0834**

NAME OF SUBMITTER:	John E. Slaughter, III
Signature:	/jes/
Date:	12/06/2012
Total Attachments: 3 source=Termination - Trademarks - GPD of America, LLC#page1.tif source=Termination - Trademarks - GPD of America, LLC#page2.tif source=Termination - Trademarks - GPD of America, LLC#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 3, 2012 ("Release"), is made by **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**, a national banking association ("Lender"), on behalf of itself and its Affiliates ("Secured Party"), in favor of **GPD OF AMERICA, LLC**, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of December 31, 2009 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor and Lender, Grantor granted to the Secured Party a continuing security interest in, a Lien upon, and a right of set off against, and assigned as security, all personal property of Grantor, including the Trademarks; and

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on July 13, 2010 at Reel 4240 Frame 0769.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender, on behalf of the Secured Party, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement.

SECTION 2. Termination and Release. Lender, on behalf of the Secured Party, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademarks;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademarks, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

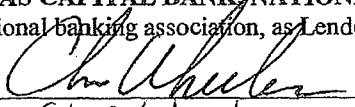
SECTION 3. Further Assurances. Lender, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, Lender will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Lender, on behalf of the Secured Party, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Lender:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,
a national banking association, as Lender

By:


Name: Chris Wheeler
Title: Executive Vice President

Termination and Release of Security Interest - Trademarks
Texas Capital Bank

TRADEMARK
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Schedule A

Global Parts Distributors, LLC
(Delaware Limited Liability Company)

U.S. Trademarks Subject to Security Interest
Granted by GPD of America, LLC
In Favor of Texas Capital Bank, National Association
Recorded July 13, 2010 at Reel 4240 Frame 0769

Registered Marks

Mark	Reg. No.	Reg. Date
Design only	3816396	07/13/10
GPD	3830199	08/10/10
GLOBAL PARTS DISTRIBUTORS, LLC	3895935	12/28/10