

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC, As Agent		05/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ABRA Automotive Systems, Inc.		
Street Address:	6601 Shingle Creek Parkway, #200		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55430		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85428358	RIGHT THE FIRST TIME, ON TIME.	
Serial Number:	85377242	AMERICA'S MOST RECOMMENDED	
Registration Number:	2677947	ABRA	
Registration Number:	2677946	ABRA	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	31199/067		

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NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	05/14/2013
<b>Total Attachments: 3</b> source=Release of Trademark (ABRA Automotive) (NXT)#page1.tif source=Release of Trademark (ABRA Automotive) (NXT)#page2.tif source=Release of Trademark (ABRA Automotive) (NXT)#page3.tif	

## **RELEASE OF TRADEMARK SECURITY AGREEMENT**

THIS RELEASE dated as of May 10, 2013 (this "Release") is made by **NXT Capital, LLC**, a Delaware limited liability company, acting in its capacity as agent (in such capacity, the "Agent") under that certain Trademark Security Agreement, dated as of October 31, 2011 (as amended, supplemented or modified and in effect from time to time, the "Trademark Security Agreement") by and among **ABRA Automotive Systems, Inc.**, a Minnesota corporation (the "Grantor") with an address of 6601 Shingle Creek Parkway, #200, Minneapolis, MN 55430 and the Agent.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on November 1, 2011 at reel 4652, frame 0654, the Grantor granted to the Agent a continuing security interest in all of Grantor's right, title and interest in, to and under its owned or thereafter acquired trademarks, including those set forth on the attached schedule (the "Trademark Collateral");

WHEREAS, the Grantor has requested and the Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (the "Released Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreement in the Released Collateral, (b) release its security interest in the Released Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to Agent in the Released Collateral.

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NXT CAPITAL, LLC, as Agent

By:   
Name: Brian Schleich  
Title: Vice President

Release of Trademark Security Agreement

**TRADEMARK**  
**REEL: 005027 FRAME: 0040**

**SCHEDULE 1**

	<b>ENTITY</b>	<b>SERIAL/REGISTRATION NUMBER</b>	<b>TITLE</b>
1.	ABRA Automotive Systems, Inc.	85/428,358	Right the First Time, on Time
2.	ABRA Automotive Systems, Inc.	85/377,242	America's Most Recommended
3.	ABRA Automotive Systems, Inc.	2,677,947	ABRA
4.	ABRA Automotive Systems, Inc.	2,677,946	ABRA