

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRENTWOOD BUSINESS CAPITAL, LLC		05/11/2012	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	RADIATOR EXPRESS WAREHOUSE		
Street Address:	4401 PARK ROAD		
City:	BENICIA		
State/Country:	CALIFORNIA		
Postal Code:	94510		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2638521	1-800-RADIATOR	
Registration Number:	2619126	1-800-RADIATOR	
Registration Number:	1849670	THE RADIATOR HOTLINE	
Registration Number:	3337961	1-800-RADIATOR	
Registration Number:	3324638	1 800 RADIATOR	
Registration Number:	3310529	1-800-RADIATOR	
Registration Number:	3334159	CALL ON THE LEADER	
Registration Number:	3384922	WIZMO	
Serial Number:	77118386	THE RADIATOR HOTLINE	
Serial Number:	77118532	LLAME AL LÍDER	
CORRESPONDENCE DATA			
Fax Number:	2567180905		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$265.00 2638521

via US Mail.

Phone: 2567183600
Email: jsutherland@pelaw.net
Correspondent Name: JOSHUA A. B. SUTHERLAND
Address Line 1: 401 E. TUSCALOOSA STREET
Address Line 4: FLORENCE, ALABAMA 35630

ATTORNEY DOCKET NUMBER:	RADX
NAME OF SUBMITTER:	Joshua A. B. Sutherland
Signature:	/jabs/
Date:	07/11/2013

Total Attachments: 12

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**WARRANT REDEMPTION, TERMINATION,
AMENDMENT AND RELEASE AGREEMENT**

This **WARRANT REDEMPTION, TERMINATION, AMENDMENT AND RELEASE AGREEMENT** ("Agreement") is entered into by and between **RADIATOR EXPRESS WAREHOUSE**, a California corporation ("RADX") and **MCLINDEN CAPITAL, LLC**, an Illinois limited liability company ("MCLINDEN"), effective as of May 11, 2012 ("Effective Date").

RECITALS

- A. MCLINDEN is the holder of that particular Second Amended and Restated Warrant to purchase sixty-one thousand nine hundred twenty-five point eight one two five (61,925.8125) shares of Class A Common Stock of RADX dated October 30, 2009 (the "Warrant").
- B. MCLINDEN and RADX desire to effect the redemption, termination and consent to amendment of the Warrant in accordance with the terms and provisions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. **Redemption, Termination and Amendment of Warrant.** For good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties and the covenants and representations contained herein, in exchange for payment by RADX to MCLINDEN of the amount of Fifty Thousand and No/100 Dollars (\$50,000.00), the receipt of which is hereby acknowledged by MCLINDEN, effective as of the Effective Date, MCLINDEN hereby surrenders, sells, conveys, assigns, transfers and delivers to RADX and its successors and assigns all of MCLINDEN's right, title and interest in and to the Warrant, representing sixty-one thousand nine hundred twenty-five point eight one two five (61,925.8125) shares of Common Stock (as defined in the Warrant). The parties hereby agree and acknowledge that the Warrant shall be hereafter terminated and null, void and of no force or effect.
2. **Termination of Loan Transaction Documents.** The parties hereto hereby agree that those particular agreements identified on Schedule I attached hereto (collectively "BBCL Transaction Documents"), any and all rights and interest of MCLINDEN relative to BBCL Transaction Documents, and any and all obligations of RADX under the BBCL Transaction Documents, are hereby terminated and null, void and of no force or effect. MCLINDEN hereby consents to the taking by RADX of any and all actions, without further notice to MCLINDEN, necessary to effect the intent of this Section 2, including without limitation, the filing with all governmental authorities of any termination statements and/or security interest releases necessary to release any and all security interests of MCLINDEN relative to any and all assets or properties of RADX (including Uniform Commercial Code Termination Statement(s) and/or any filings with the United States Patent and Trademark Office).
3. **Representations and Warranties of MCLINDEN.** MCLINDEN hereby represents and warrants to RADX intending that RADX rely thereupon in performing hereunder, as follows:

3.1 MCLINDEN is the sole and lawful owner of the Warrant, free and clear of any and all judgments, liens, pledges, encumbrances, charges, agreements, obligations or claims and, as of the Effective Date, will surrender the Warrant to RADX free and clear of any judgments, liens, pledges, encumbrances, charges, agreements, obligations or claims.

3.2 MCLINDEN has full power and authority to execute and deliver this Agreement and to perform all things required to be performed pursuant to the terms and conditions of this Agreement. This Agreement is valid and legally binding upon MCLINDEN, enforceable in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws presently or hereafter in effect affecting the enforcement of creditors' rights generally. The execution and delivery by MCLINDEN of this Agreement will not result in the breach of any agreement to which MCLINDEN is a party or by which MCLINDEN is bound.

3.3 MCLINDEN will indemnify, defend and hold harmless RADX from and against any and all allegations, claims, demands, actions or suits, whether groundless or otherwise, and from any and all liabilities, losses, damages, costs, charges and other expenses of every type, nature and character, whether suit be brought or not (including, without in any way limiting the generality of the foregoing, reasonable attorney fees and other legal costs) arising out of or resulting from a misrepresentation, nondisclosure, or breach of the representations, covenants and warranties of MCLINDEN set forth in this Agreement.

3.4 MCLINDEN hereby irrevocably appoints RADX or RADX's designee as MCLINDEN's attorney-in-fact to sign and/or endorse in MCLINDEN's name, place or stead, any document necessary to effect the surrender and termination of the Warrant and Transaction Documents contemplated by Section 1 and Section 2, which irrevocable power of attorney shall be deemed coupled with an interest.

3.5 MCLINDEN hereby agrees and acknowledges that the BBCL Transaction Documents identified on Schedule 1 are hereby deemed terminated, extinguished, null, void and no further force and effect and that the representations and warranties of MCLINDEN at Sections 3.1, 3.2, 3.3, and 3.4 hereinabove are also deemed representations and warranties of MCLINDEN applicable to all terminated BBCL Transaction Documents, as applicable.

4. Release of Claims; Section 1542 Waiver. Except with respect to the consideration described herein, each party ("Releasor"), individually and on behalf of such party's respective, predecessors, successors, affiliates, subsidiaries, assigns, officers, directors, shareholders, agents and employees, and their respective heirs, executors, administrators, representatives, successors and assigns, in their corporate and individual capacities (collectively "Releasees"), from, in respect of and in relation to any and all claims, demands, causes of action, suits, debts, obligations, sums of money, acts, omissions or refusals to act, damages, judgments and demands, of any kind whatsoever, joint or several, known or unknown, against Releasees that Releasor ever had, now has hereinafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever relating to the Warrant, BBCL Transaction Documents, the transaction(s) contemplated thereby and/or any and all documents ancillary thereto. The parties acknowledge that this Agreement and all releases contained herein are intended to and do apply to all such known or unknown, expected or unexpected risk, loss, damage and/or injury. In particular, it is

further understood and agreed that all rights under section 1542 of the California Civil Code are expressly waived. That section reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected settlement with the debtor.

5. Miscellaneous.

5.1 Entire Agreement. This Agreement supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the Warrant, BBCL Transaction Documents and the subject matter thereof and hereof and cannot be changed or terminated orally, and this Agreement constitutes the entire agreement of the parties as to the matters set forth herein and therein. No amendments or waiver of any provision of this Agreement or any document referred to herein or contemplated hereby shall be effective unless the same shall be in writing and signed by all parties and then such waiver shall only be effective in the specific instance and for the specific purpose for which it was given.

5.2 Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California. All disputes relating to this agreement shall be decided by a court located in Solano County, California, or such other place as determined by mutual agreement. To the extent that applicable state law precludes releases for unknown claims, the parties expressly waive the benefits of such laws by executing this Agreement, to the fullest extent permissible by applicable law.

5.3 Further Assurances. Each of the parties shall do all such acts and things and shall execute and deliver, or cause to be executed and delivered, all such documents, instruments and agreements as may be necessary or desirable to give effect to the provisions of and intent of this Agreement.

5.4 Binding Effect; Severability. The parties acknowledge and agree that this Agreement is a full and final release and is binding upon each of party and each party's respective successors or assigns. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. Except as provided herein, no party shall assign its rights or obligations hereunder without the prior written consent of all the other parties.

5.5 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one and the same agreement. A facsimile copy of this Agreement signed by a party or parties may be treated as an original until copies containing original signatures are exchanged by the parties.

5.6 Tax Ramifications. The parties understand and agree that no party has made any representations to any other party regarding tax obligations or consequences, if any, related to this Agreement.


(SIGNATURE PAGE FOLLOWS)

**SIGNATURE PAGE TO
WARRANT REDEMPTION, TERMINATION,
AMENDMENT AND RELEASE AGREEMENT**

IN WITNESS WHEREOF, each party hereto has signed or caused this Agreement to be signed by its duly authorized officer, effective as of the Effective Date.

RADIATOR EXPRESS WAREHOUSE


Dated: May 11, 2012


By: Josh Nichols
Its: Secretary

("RADX")

MCLINDEN CAPITAL, LLC

Dated: May 15, 2012


By: JOAN MCLINDEN
Its: MANAGER

("MCLINDEN")

SCHEDULE 1

TERMINATED BBCL TRANSACTION DOCUMENTS

- Loan and Security Agreement dated June 25, 2008 between RADX and BBCL
- Term Note A dated June 25, 2008 between RADX and BBCL with original principal balance in the amount of \$1,500,000
- Term Note B dated June 25, 2008 between RADX and BBCL with original principal balance in the amount of \$3,500,000
- Pledge Agreement dated June 25, 2008 between BBCL and Michael J. Rippey as Trustee of the Michael J. Rippey Revocable Trust Agreement dated May 27, 2004, Joseph Rippey, Theodore Rippey, John R. Wardlow and Dennis Snyder
- Stock Power dated June 25, 2008 of Michael J. Rippey Revocable Trust Agreement dated May 27, 2004 relative to Certificates No. 60, 63, 64, 66 and 70
- Stock Power dated June 25, 2008 of Dennis Snyder relative to Certificates No. 20, 30, 38, 58 and 69
- Stock Power dated June 25, 2008 of Joe Rippey relative to Certificates No. 48 and 55
- Stock Power dated June 25, 2008 of Ted Rippey relative to Certificates N. 49 and 61
- Pledge Agreement dated June 25, 2008 between RADX, Michael J. Rippey and BBCL (relative to shares of stock in and to 1-800-Radiator Franchise, Inc., a California corporation ("1-800 Franchise") and Radiator Express of Canada, Inc., a California corporation ("RADX Canada"))
- Continuing Unconditional Guaranty dated June 25, 2008 of 1-800 Franchise to and for the benefit of BBCL
- Continuing Unconditional Guaranty dated June 25, 2008 of RADX Canada to and for the benefit of BBCL
- Subordination Agreement dated May 28, 2008 of Michael J. Rippey in favor of BBCL (\$2,000,000 Promissory Note dated December 10, 2007)
- Subordination Agreement dated May 28, 2008 of Dennis Snyder in favor of BBCL (\$500,000 Promissory Note dated April 6, 2007)
- Subordination Agreement dated May 28, 2008 of Mary Rippey in favor of BBCL (\$2,000,000 Promissory Note dated March 1, 2007)
- Subordination Agreement dated May 28, 2008 of Mary Rippey in favor of BBCL (\$1,000,000 Note dated May 8, 2008)

- Subordination Agreement dated May 28, 2008 of John Wardlow Trust in favor of BBCL (\$300,000 Promissory Note dated August 1, 2007)
- Collateral Sharing Agreement dated June 26, 2008 between BBCL and Working Capital Company, LLC
- UCC-1 Financing Statement filed June 26, 2008 against RADX in favor of BBCL at 3:57 p.m. with Secretary of State of California, Filing Number 08-7163133193 and Document Number 17487620002
- Landlord Waiver dated May 28, 2008 between BBCL and Park Road Holdings, LLC, a California limited liability company, relative to the real property commonly known as 4401 Park Road, Benicia, California
- Trademark Security Agreement dated June 25, 2008 between RADX and BBCL
- Shareholder Voting Agreement dated June 25, 2008 between Michael J. Rippey as Trustee of the Michael J. Rippey Revocable Trust Agreement dated May 27, 2004, Michael J. Rippey, Dennis Snyder, John Wardlow, Joe Rippey and Ted Rippey
- Any and all other documents and/or agreements, whether oral or written, ancillary to and/or contemplated by any of the foregoing.

**WARRANT REDEMPTION, TERMINATION,
AMENDMENT AND RELEASE AGREEMENT**

This **WARRANT REDEMPTION, TERMINATION, AMENDMENT AND RELEASE AGREEMENT** ("Agreement") is entered into by and between **RADIATOR EXPRESS WAREHOUSE**, a California corporation ("RADX") and **SSI AUTOMOTIVE, LLC**, a Delaware limited liability company ("SSI"), effective as of May , 2012 ("Effective Date").

RECITALS

- A. SSI is the holder of that particular Second Amended and Restated Warrant to purchase one hundred forty-four thousand four hundred ninety-three point five six two five (144,493.5625) shares of Class A Common Stock of RADX dated October 30, 2009 (the "Warrant").
- B. SSI and RADX desire to effect the redemption, termination and consent to amendment of the Warrant in accordance with the terms and provisions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. **Redemption, Termination and Amendment of Warrant.** For good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties and the covenants and representations contained herein, in exchange for payment by RADX to SSI of the amount of One Hundred Sixteen Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$116,666.67), the receipt of which is hereby acknowledged by SSI, effective as of the Effective Date, SSI hereby surrenders, sells, conveys, assigns, transfers and delivers to RADX and its successors and assigns all of SSI's right, title and interest in and to the Warrant, representing one hundred forty-four thousand four hundred ninety-three point five six two five (144,493.5625) shares of Common Stock (as defined in the Warrant). The parties hereby agree and acknowledge that the Warrant shall be hereafter terminated and null, void and of no force or effect.

2. **Termination of Loan Transaction Documents.** The parties hereto hereby agree that those particular agreements identified on Schedule 1 attached hereto (collectively "BBCL Transaction Documents"), any and all rights and interest of SSI relative to BBCL Transaction Documents, and any and all obligations of RADX under the BBCL Transaction Documents, are hereby terminated and null, void and of no force or effect. SSI hereby consents to the taking by RADX of any and all actions, without further notice to SSI, necessary to effect the intent of this Section 2, including without limitation, the filing with all governmental authorities of any termination statements and/or security interest releases necessary to release any and all security interests of SSI relative to any and all assets or properties of RADX (including Uniform Commercial Code Termination Statement(s) and/or any filings with the United States Patent and Trademark Office).

3. **Representations and Warranties of SSI.** SSI hereby represents and warrants to RADX intending that RADX rely thereupon in performing hereunder, as follows: ⑨

3.1 SSI is the sole and lawful owner of the Warrant, free and clear of any and all judgments, liens, pledges, encumbrances, charges, agreements, obligations or claims and, as of the Effective Date, will surrender the Warrant to RADX free and clear of any judgments, liens, pledges, encumbrances, charges, agreements, obligations or claims.

3.2 SSI has full power and authority to execute and deliver this Agreement and to perform all things required to be performed pursuant to the terms and conditions of this Agreement. This Agreement is valid and legally binding upon SSI, enforceable in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws presently or hereafter in effect affecting the enforcement of creditors' rights generally. The execution and delivery by SSI of this Agreement will not result in the breach of any agreement to which SSI is a party or by which SSI is bound.

3.3 SSI will indemnify, defend and hold harmless RADX from and against any and all allegations, claims, demands, actions or suits, whether groundless or otherwise, and from any and all liabilities, losses, damages, costs, charges and other expenses of every type, nature and character, whether suit be brought or not (including, without in any way limiting the generality of the foregoing, reasonable attorney fees and other legal costs) arising out of or resulting from a misrepresentation, nondisclosure, or breach of the representations, covenants and warranties of SSI set forth in this Agreement.

3.4 SSI hereby irrevocably appoints RADX or RADX's designee as SSI's attorney-in-fact to sign and/or endorse in SSI's name, place or stead, any document necessary to effect the surrender and termination of the Warrant and Transaction Documents contemplated by Section 1 and Section 2, which irrevocable power of attorney shall be deemed coupled with an interest.

3.5 SSI hereby agrees and acknowledges that the BBCL Transaction Documents identified on Schedule 1 are hereby deemed terminated, extinguished, null, void and no further force and effect and that the representations and warranties of SSI at Sections 3.1, 3.2, 3.3, and 3.4 hereinabove are also deemed representations and warranties of SSI applicable to all terminated BBCL Transaction Documents, as applicable.

4. **Release of Claims; Section 1542 Waiver.** Except with respect to the consideration described herein, each party ("Releasor"), individually and on behalf of such party's respective, predecessors, successors, affiliates, subsidiaries, assigns, officers, directors, shareholders, agents and employees, and their respective heirs, executors, administrators, representatives, successors and assigns, in their corporate and individual capacities (collectively "Releasees"), from, in respect of and in relation to any and all claims, demands, causes of action, suits, debts, obligations, sums of money, acts, omissions or refusals to act, damages, judgments and demands, of any kind whatsoever, joint or several, known or unknown, against Releasees that Releasor ever had, now has hereinafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever relating to the Warrant, BBCL Transaction Documents, the transaction(s) contemplated thereby and/or any and all documents ancillary thereto. The parties acknowledge that this Agreement and all releases contained herein are intended to and do apply to all such known or unknown, expected or unexpected risk, loss, damage and/or injury. In particular, it is further understood and agreed that all rights under section 1542 of the California Civil Code are expressly waived. That section reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected settlement with the debtor.

5. Miscellaneous.

5.1 Entire Agreement. This Agreement supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the Warrant, BBCL Transaction Documents and the subject matter thereof and hereof and cannot be changed or terminated orally, and this Agreement constitutes the entire agreement of the parties as to the matters set forth herein and therein. No amendments or waiver of any provision of this Agreement or any document referred to herein or contemplated hereby shall be effective unless the same shall be in writing and signed by all parties and then such waiver shall only be effective in the specific instance and for the specific purpose for which it was given.

5.2 Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California. All disputes relating to this agreement shall be decided by a court located in Solano County, California, or such other place as determined by mutual agreement. To the extent that applicable state law precludes releases for unknown claims, the parties expressly waive the benefits of such laws by executing this Agreement, to the fullest extent permissible by applicable law.

5.3 Further Assurances. Each of the parties shall do all such acts and things and shall execute and deliver, or cause to be executed and delivered, all such documents, instruments and agreements as may be necessary or desirable to give effect to the provisions of and intent of this Agreement.

5.4 Binding Effect: Severability. The parties acknowledge and agree that this Agreement is a full and final release and is binding upon each of party and each party's respective successors or assigns. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. Except as provided herein, no party shall assign its rights or obligations hereunder without the prior written consent of all the other parties.

5.5 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one and the same agreement. A facsimile copy of this Agreement signed by a party or parties may be treated as an original until copies containing original signatures are exchanged by the parties.

5.6 Tax Ramifications. The parties understand and agree that no party has made any representations to any other party regarding tax obligations or consequences, if any, related to this Agreement. (S)

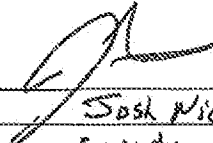
(SIGNATURE PAGE FOLLOWS)

**SIGNATURE PAGE TO
WARRANT REDEMPTION, TERMINATION,
AMENDMENT AND RELEASE AGREEMENT**

IN WITNESS WHEREOF, each party hereto has signed or caused this Agreement to be signed by its duly authorized officer, effective as of the Effective Date.

RADIATOR EXPRESS WAREHOUSE

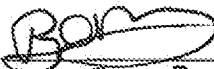
Dated: May 11, 2012


By: _____
Its: _____
 Sash Nicson
 Secretary

("RADX")

SSI AUTOMOTIVE, LLC

Dated: May __, 2012


By: _____
Its: _____
 Roger Brown
 Manager

("SSI")

SCHEDULE 1

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- Any and all other documents and/or agreements, whether oral or written, ancillary to and/or contemplated by any of the foregoing. (P)