

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 |
|-----------------------------|----------|----------------|-----------------------|
| Antares Capital Corporation | | 05/31/2013 | Delaware Corporation: |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Auto Meter Products, Inc. |
| Street Address: | 413 West Elm Street |
| City: | Sycamore |
| State/Country: | ILLINOIS |
| Postal Code: | 60178 |
| Entity Type: | Illinois Corporation: UNITED STATES |

PROPERTY NUMBERS Total: 30

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------|
| Registration Number: | 2564743 | |
| Serial Number: | 75620461 | POWER BAND |
| Registration Number: | 2370310 | PRO-LITE |
| Serial Number: | 75607940 | PLAYBACK |
| Registration Number: | 2883435 | |
| Registration Number: | 2363364 | BATTERY EXTENDER |
| Registration Number: | 1903908 | |
| Registration Number: | 1916087 | AMI |
| Registration Number: | 1875140 | PHANTOM |
| Registration Number: | 1967655 | ULTRA-LITE |
| Registration Number: | 1732643 | AUTO METER COMPETITION INSTRUMENTS |
| Registration Number: | 1683615 | AUTO METER |
| Registration Number: | 1497472 | AUTO GAGE |
| Registration Number: | 0778877 | AUTO METER PRODUCTS |

CH \$765.00 2564743

| | | |
|----------------------|----------|------------------|
| Registration Number: | 3076477 | |
| Registration Number: | 2756383 | BATTERY EXTENDER |
| Registration Number: | 3221394 | C2 |
| Registration Number: | 3251019 | |
| Registration Number: | 3274254 | NEXUS |
| Registration Number: | 3759773 | AUTO METER |
| Registration Number: | 3912688 | AUTO GAGE |
| Registration Number: | 3711089 | STACK |
| Registration Number: | 2652966 | PROPARTS |
| Registration Number: | 3455688 | SULLY |
| Registration Number: | 3105738 | SPEK |
| Registration Number: | 3506818 | WIDE ANGLE DIAL |
| Registration Number: | 2609713 | PROPOD |
| Registration Number: | 2690587 | WEDGEE |
| Serial Number: | 85560280 | GATOR CLAMP |
| Registration Number: | 0751681 | AUTO-STROB |

CORRESPONDENCE DATA

Fax Number: 4142988097
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 414-298-8230
Email: IAdmin@reinhartlaw.com
Correspondent Name: Alec D. Smyczek
Address Line 1: 1000 North Water Street
Address Line 2: Suite 1700
Address Line 4: Milwaukee, WISCONSIN 53202

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 068450-0017 |
| NAME OF SUBMITTER: | Alec D. Smyczek |
| Signature: | /Alec D. Smyczek/ |
| Date: | 09/11/2013 |

Total Attachments: 11
source=Release of Security Interest PTC#page1.tif
source=Release of Security Interest PTC#page2.tif
source=Release of Security Interest PTC#page3.tif
source=Release of Security Interest PTC#page4.tif
source=Release of Security Interest PTC#page5.tif
source=Release of Security Interest PTC#page6.tif

source=Release of Security Interest PTC#page7.tif
source=Release of Security Interest PTC#page8.tif
source=Release of Security Interest PTC#page9.tif
source=Release of Security Interest PTC#page10.tif
source=Release of Security Interest PTC#page11.tif

RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is made as of May 31, 2013 ("Effective Date") by Antares Capital Corporation (as agent), a Delaware corporation ("Secured Party"), and Auto Meter Products, Inc., Illinois corporation, having a principal place of business at 413 West Elm Street, Sycamore, IL 60178 ("Borrower").

WHEREAS, pursuant to the Patent, Trademark and Copyright Security Agreement dated August 29, 2002, from Borrower to Secured Party (the "Security Agreement") recorded with the United States Patent and Trademark Office, (patents at Reel 013231, Frame 0652; Reel 014918, Frame 0184; and Reel 018015, Frame 0284; trademarks at Reel 2574, Frame 0551 and Reel 3357, Frame 0336) and with the U.S. Copyright Office (volume 3488, page 490), Borrower granted to Secured Party a security interest in Borrower's right, title and interest in and to the patents, patent applications, trademark applications, trademark registrations, and copyright registrations listed in Exhibit A attached hereto;

WHEREAS, pursuant to the Amendment No. 1 to Patent, Trademark and Copyright Security Agreement dated December 23, 2008, between the Borrower and the Secured Party (the "Amendment No. 1") recorded with the United States Patent and Trademark Office (patents at Reel 022035, Frame 0236; trademarks at Reel 3910, Frame 0115), Borrower granted to Secured Party a security interest in Borrower's right, title, and interest in and to the patents, patent applications, trademark registrations, and trademark applications listed in Exhibit B attached hereto;

WHEREAS, pursuant to the Amendment No. 2 to Patent, Trademark and Copyright Security Agreement dated January 6, 2012, between the Borrower and the Secured Party (the "Amendment No. 2") recorded with the United States Patent and Trademark Office (patents at Reel 027499, Frame 0099; trademarks at Reel 4693, Frame 0961), Borrower granted to Secured Party a security interest in Borrower's right, title, and interest in and to the patents, patent applications, trademarks, trademark applications, and trademark registrations listed in Exhibit C attached hereto;

WHEREAS, pursuant to the Amendment No. 3 to Patent, Trademark and Copyright Security Agreement dated March 30, 2012, between the Borrower and the Secured Party (the "Amendment No. 3") recorded with the United States Patent and Trademark Office (patents at Reel 027988, Frame 0331; trademarks at Reel 4751, Frame 0364) and with the U.S. Copyright Office (V3614D304), Borrower granted to Secured Party a security interest in Borrower's right, title, and interest in and to the patents, patent applications, trademark application, and copyright registrations listed in Exhibit D attached hereto;

WHEREAS, Secured Party desires to terminate the Security Agreement, as amended by and including Amendments 1, 2, and 3, and release its entire security interest in the patents, patent applications, trademarks, trademark registrations, trademark applications, and copyrights granted in the Security Agreement, as amended by Amendments 1, 2, and 3, including those patent applications, patents, trademarks, trademark applications, trademark registrations, and copyright registrations listed in Exhibits A-D attached hereto (the "Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby covenants and agrees as follows:

1. The Security Agreement, as amended by Amendments 1-3, and Secured Party's security interest in the Collateral is hereby terminated and released.

2. Secured Party hereby terminates and releases the Security Agreement, as amended by Amendments 1-3. Secured Party hereby assigns, transfers and conveys to Borrower, all of Secured Party's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to:

(a) the patents and patent applications listed in Exhibits A-D hereto, including without limitation, the inventions and improvements described and claimed therein, all patentable inventions and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, and the right to sue for past present and future infringements of any of the foregoing;

(b) the copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations, and copyright applications listed in Exhibits A-D hereto, including, without limitation, all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing;

(c) the trademarks, trademark applications, and trademark registrations listed in Exhibits A-D hereto, including, without limitation, renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding thereto throughout the world, and the goodwill of the business to which each of the trademarks, trademark applications, and trademark registrations relates.

3. Secured Party represents and warrants that it has the full power and authority to execute this Release and to release its security interest in the Collateral.

4. Secured Party represents and warrants that it has not assigned or otherwise encumbered its security interest in the Collateral.

5. Secured Party hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

Antares Capital Corporation

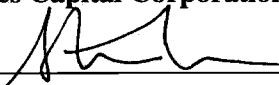
By: 
Name: Stephanie Krebs
Title: Duly Authorized Signatory

EXHIBIT A

Patents and Patent Applications

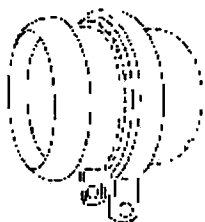
| Title | Patent No./App. No. | Filing Date |
|---|---------------------|-------------------|
| Microprocessor-Based Hand-Held Battery Tester System | 6,359,442 | June 8, 2000 |
| Dual Range Tachometer | 6,215,298 | November 25, 1998 |
| High Performance Tachometer Having a Shift Indicator System With "Short-Shift" Protection | 6,137,399 | November 2, 1999 |
| Microprocessor-Based Battery Tester System | 6,061,638 | July 30, 1997 |
| High Performance Tachometer With Automatic Triggering | 5,982,168 | February 13, 1998 |
| High Performance Tachometer | 5,905,374 | May 16, 1996 |
| Handheld Battery Tester | D442,503 | June 2, 2000 |
| Gauge With Illuminated Dial and Pointer | 6,663,251 | April 26, 2002 |
| Vehicle Systems Reaction and Acceleration Timing Device | 6,678,214 | November 22, 2000 |
| System for Facilitating the Launch of a Drag Racing Vehicle | 7,012,514 | January 17, 2003 |
| Microprocessor-Based Hand-Held Electrical-Testing System and Method | 6,771,073 | January 3, 2003 |
| Heavy Duty Charging and Starting System Testor and Method | 11/116,182 | April 28, 2005 |
| Modular Vehicle Gauge System | 60/661,020 | March 14, 2005 |

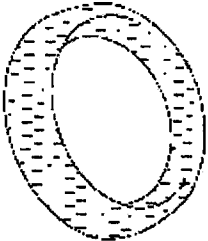
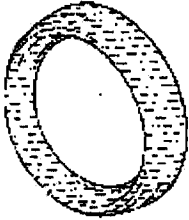



| | | |
|--|-------------------------|------------------|
| Heavy Duty Charging and Starting System Testor and Method | 11/116,184 | April 28, 2005 |
| Heavy Duty Battery System Testor and Method | 11/116,198 | April 28, 2005 |
| Gauge with Illuminated Dial and Pointer | 11/411,845 7,549,390 | April 27, 2006 |
| Vehicle Gauge Mounting Bracket | 60/731,265 | October 31, 2005 |
| System and Method of Modular Vehicle Gauge System and Illumination | 11/374,070 | March 14, 2006 |
| Flutter Reduction Apparatus and Method | 10/892,370 7,230,418 | July 16, 2004 |

Copyright Registrations

| Title | Registration No. | Registration Date |
|--|------------------|-------------------|
| Auto Meter Products, Inc., Worldwide Web site | TX0005036237 | February 14, 2000 |

Trademark Registrations and Applications

| Mark | Reg. No./App. No. | Filing Date |
|--|-------------------|------------------|
|  (Design Only) | 2564743 | August 17, 1999 |
| POWER BAND (Words Only) | 75620461 | January 13, 1999 |

| | | |
|---|---------------------|-------------------|
| PRO-LITE (Words Only) | 2370310 75618307 | July 25, 2000 |
| PLAYBACK (Words Only) | 75607940 | December 18, 1998 |
|  (Design Only) | 2883435 75457081 | March 25, 1998 |
| BATTERY EXTENDER (Words Only) | 2363364 75412311 | June 27, 2000 |
|  (Design Only) | 1903908 74497120 | March 2, 1994 |
|  | 1916087 74494857 | February 28, 1994 |
|  | 1875140 74487163 | February 7, 1994 |
| ULTRA-LITE | 1967655 74487249 | February 7, 1994 |
|  | 1732643 74202928 | September 6, 1991 |


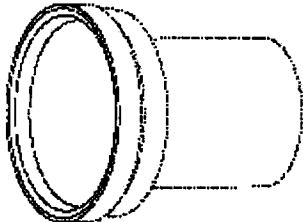
| | | |
|---|---------------------|--------------------|
| <i>Auto Meter</i> | 1683615 74072359 | June 25, 1990 |
| <i>Autogage</i> | 1497472 73622322 | September 26, 1986 |
| AUTO-STROB (Words Only) | 751681 72152654 | September 6, 1962 |
| AUTO METER PRODUCTS (Words Only) | 778877 72152653 | September 6, 1962 |
|  | 3076477 78602726 | April 6, 2005 |
| BATTERY EXTENDER | 2756383 78179949 | October 30, 2002 |
| C2 | 3221394 78586608 | March 14, 2005 |
|  | 3251019 78803295 | January 31, 2006 |
| NEXUS | 3274254 78586598 | March 14, 2005 |

EXHIBIT B

Patents and Patent Applications

| Title | Patent No./App. No. | Filing Date |
|---|----------------------------|--------------------|
| Heavy Duty Battery System Tester and Method | 7,990,155 12/127,918 | May 28, 2008 |
| Digital Display Type Vehicle Gauge | 12/017,751 | January 22, 2008 |
| Gauge Circuit Board Holding Device | 8,018,727 11/925,528 | October 26, 2007 |
| Vehicle Gauge Mounting Bracket | 11/589,925 | October 31, 2006 |
| High Performance Vehicle Speedometer | 09/963,997 | NA |

Trademark Registrations and Applications

| Mark | Reg. No./App. No. | Filing Date |
|-------------|--------------------------|--------------------|
| AUTO METER | 3759773 77488888 | June 2, 2008 |
| AUTO GAGE | 3912688 77488900 | June 2, 2008 |
| STACK | 3711089 77566842 | September 10, 2008 |

EXHIBIT C

Patents and Patent Applications

| Title | Patent No./App. No. | Filing Date |
|--|----------------------------|--------------------|
| Gauge With Large Illuminated Gauge Face | 7,278,749 | January 6, 2005 |
| Universal Instrument Mount | 7,472,940 | October 11, 2006 |
| Light Diffusion Device for a Gauge Dial Plate | 7,553,037 | September 11, 2007 |
| Pit Road Display | 7,612,660 | April 20, 2009 |
| Pit Road Display | 7,877,172 | July 29, 2009 |
| After-Market Dashboard Bezel for an Automobile Having a Number of Instrument Holders and Associated Method | 7,264,074 | October 25, 2000 |
| Long Vehicle Monitor Pod | D516,010 | December 16, 2004 |
| Short Vehicle Monitor Pod | D535,608 | December 16, 2004 |
| Pit Road Display | 12/216,933 | July 14, 2008 |
| Pit Road Display | 12/560,851 | September 16, 2009 |

Trademark Registrations and Applications

| Mark | Reg. No./App. No. | Filing Date |
|-------------|--------------------------|--------------------|
| PROPARTS | 2652966 76395482 | April 15, 2002 |
| SULLY | 3455688 78911144 | June 19, 2006 |

| | | |
|-----------------|---------------------|------------------|
| spek | 3105738 76637308 | April 28, 2005 |
| WIDE ANGLE DIAL | 3506818 78911068 | June 19, 2006 |
| PROPOD | 2609713 76331324 | October 30, 2001 |
| WEDGE | 2690587 76395483 | April 15, 2002 |
| WEDGE | Not Registered | NA |
| SPEC PRO | Not Registered | NA |

EXHIBIT D

Patents and Patent Applications

| Title | Patent No./App. No. | Filing Date |
|--|----------------------------|--------------------|
| Battery Clamp for Use with Top Post and Side Post Batteries and Methods for Using the Same | 7,909,662 | February 4, 2010 |
| Battery Clamp for Use with Top Post and Side Post Batteries and Methods for Using the Same | 7,736,201 | March 26, 2009 |

Copyright Registrations

| Title | Registration No. | Registration Date |
|---|-------------------------|--------------------------|
| Auto Meter Dial and Pointer Logo | VA0001795090 | October 27, 2011 |
| Artwork for Auto Meter Tachometer Packaging | VA0001795089 | October 27, 2011 |

Trademark Application

| Mark | App. No. | Filing Date |
|-------------|-----------------|--------------------|
| GATOR CLAMP | 85560280 | March 5, 2012 |

C:\Users\gks\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\QZL3CC5T\IP Release - Autometer-5105032V2.docx 6/11/2013 10:00 AM