

## 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
Spell Capital Partners Mezzanine Fund, LP		10/09/2013	LIMITED LIABILITY PARTNERSHIP: MINNESOTA
RECEIVING PARTY DATA			
Name:	Arctic Fox, LLC		
Street Address:	570 South Seventh Street		
City:	Delano		
State/Country:	MINNESOTA		
Postal Code:	55328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1859545	ARCTIC FOX	
Registration Number:	1804126	ARCTIC FOX	
Registration Number:	1711169	COOLANT DAM	
CORRESPONDENCE DATA			
Fax Number:	6123713907		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612 371 3970		
Email:	tmg@lindquist.com		
Correspondent Name:	LINDQUIST & VENNUM LLP		
Address Line 1:	80 South Eighth Street, 4200 IDS Center		
Address Line 2:	Connie Heikkila		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	517538.0009		

NAME OF SUBMITTER:	CONNIE HEIKKILA
Signature:	/connieheikkila/
Date:	10/11/2013
<b>Total Attachments: 3</b> source=SPELL_20131011135518#page1.tif source=SPELL_20131011135518#page2.tif source=SPELL_20131011135518#page3.tif	

**RELEASE AND TERMINATION OF  
SECURITY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that a certain Security Agreement (as heretofore amended, modified, supplemented and restated from time to time, the "Agreement") was executed by ARCTIC FOX, LLC, a Delaware limited liability company ("Debtor"), covering the patent and trademark registrations more fully described on Schedule I annexed hereto (collectively, the "Intellectual Property") and made a part hereof in favor of SPELL CAPITAL PARTNERS MEZZANINE FUND, LP, a Minnesota limited partnership (the "Secured Party"), dated as of March 30, 2007, and certain security interests related to the Intellectual Property were recorded with the United States Patent and Trademark Office on April 3, 2007 on Reel 019102 Frame 0176. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Agreement.

Debtor paid all amounts outstanding and owed to Secured Party as of March 23, 2012 and Secured Party has acknowledged that all Collateral (as defined in the Security Agreement) was deemed to be automatically released and terminated upon receipt of such payment, including with respect to the Intellectual Property.

The security interests relating to the Intellectual Property were not released and terminated at the time of the payoff of Secured Party and Debtor has now requested, and the Secured Party has agreed, to: (i) release and terminate the security interests in the Intellectual Property, (ii) record this Release and Termination of Security Agreement with the U.S. Patent and Trademark Office and (iii) discharge the Agreement.

The Secured Party hereby releases and terminates its security interest in all right, title and interest in the registrations set forth on Schedule I which were pledged and set over and otherwise made subject to a lien to the Secured Party by Debtor pursuant to the Agreement and terminates the Agreement in all respects.

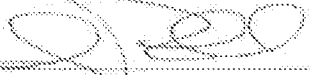
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release and Termination of Security Agreement this 1<sup>st</sup> day of October, 2013.

SPELL CAPITAL PARTNERS MEZZANINE  
FUND, LP

By: SCP MANAGEMENT III, LLC

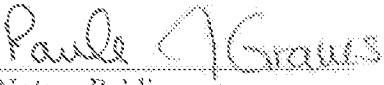
Its: General Partner

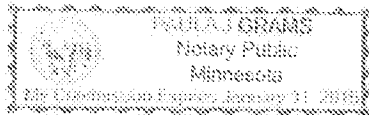
By: 

Name: Jim Rikkers

Its: Authorized Signatory

Subscribed and Sworn to before me  
this 1<sup>st</sup> day of October, 2013.

  
Notary Public



SCHEDULE I  
TO RELEASE AND TERMINATION OF  
SECURITY AGREEMENT

[See Attached]

12/11/2013 10:11:28 AM