

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		10/10/2013	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Prestolite Performance LLC		
Street Address:	10601 Memphis Avenue		
Internal Address:	#12		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3224074	MALLORY MARINE PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2125935955		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1204		
NAME OF SUBMITTER:	Scott Kareff (014951-1204)		

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Signature:	/kc for sk/
Date:	10/17/2013
<b>Total Attachments: 3</b> source=Trademark Release for Prestolite Performance LLC - US Bank National Association#page1.tif source=Trademark Release for Prestolite Performance LLC - US Bank National Association#page2.tif source=Trademark Release for Prestolite Performance LLC - US Bank National Association#page3.tif	

RELEASE OF TRADEMARK SECURITY INTEREST dated as of October 10, 2013 (this "Release"), by US BANK NATIONAL ASSOCIATION, a national banking association, as Agent ("Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Financing Agreement or the Security Agreement, as applicable, referred to below.

A. Reference is made to (i) the Fourth Amended and Restated Financing Agreement, dated as of February 1, 2013 (as amended, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among Prestolite Performance LLC, a Delaware limited liability company ("Borrower"), Agent for the financial institutions from time to time party thereto (collectively, the "Lenders"), and such Lenders and (ii) the Amended and Restated Security Agreement dated as of February 1, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by Borrower in favor of Agent.

B. Pursuant to the Security Agreement, Borrower granted to Agent, for the benefit of the secured parties, a security interest in all of the Borrower's right, title and interest in to and under Borrower's Trademark listed on Schedule I hereto, together with all renewals and extensions of the foregoing, all goodwill of the business connected with the use of, and symbolized by, such Trademark, and all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the "Trademark Collateral"), which security interests were recorded with the United States Patent and Trademark Office on (i) October 19, 2007 at Reel/Frame 3683/0432 and (ii) February 11, 2013 at Reel/Frame 4959/0221.

C. Pursuant to the Release Letter dated as of October 10, 2013, among Borrower and Agent, Agent has agreed to terminate and release (without recourse to, representation or warranty (either express or implied) by Agent or any Lender) any and all security interests it may have in the Trademark Collateral pursuant to the Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent does hereby terminate, release, relinquish and discharge (without recourse to, representation or warranty (either express or implied) by Agent or any Lender) any and all security interests it has against the Trademark Collateral. Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, to execute and deliver to Borrower all documents that Borrower shall reasonably request to evidence such termination and release. All of the foregoing shall be at the sole expense of Borrower, without recourse to, representation or warranty (either express or implied) by Agent or any Lender, and shall be subject to the terms of the Security Agreement and the Financing Agreement.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION,  
as Agent


By 

Name: Rod A. Swenson

Title: Vice President

Schedule I

**TRADEMARK REGISTRATIONS**

Trademark / Service Mark	Registration No.	Registration Date
 The logo for Mallory Marine Products features the word "Mallory" in a large, stylized, cursive font. Below it, the words "MARINE PRODUCTS" are written in a smaller, bold, sans-serif font. The entire logo is enclosed in a rounded rectangular border with a decorative, wavy bottom edge.	3224074	April 3, 2007