

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rapid Rack Industries, Inc.		10/22/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC
Street Address:	One Broadway, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	85806056	GORILLA CLAWS
Serial Number:	85806058	GORILLA SKINS
Serial Number:	85533955	THE BOSS
Serial Number:	85533961	THE BRUTE
Serial Number:	85806053	THE HIDEAWAY
Serial Number:	85533962	THE STOWAWAY
Serial Number:	77360615	GORILLA
Serial Number:	76671758	GORILLA
Serial Number:	77360618	GORILLA RACK
Serial Number:	76671757	GORILLA RACK
Serial Number:	76671760	DURAMAX
Serial Number:	77440399	K-BENCH
Serial Number:	77440344	K-DESK
Serial Number:	77440333	KABINETZ

CH \$815.00 85806056

Serial Number:	74252119	MAGNUM SPORTMAN'S
Serial Number:	74096410	RIVET SYSTEM
Serial Number:	76671759	TRIMLINE
Serial Number:	74134380	RAPID STOR
Serial Number:	77639489	BIG Z
Serial Number:	75510899	SILVER BACK
Serial Number:	75511174	SILVER FOX
Registration Number:	4045786	FLEXI
Registration Number:	3300657	GORILLA
Registration Number:	3791839	GORILLA GARAGE
Registration Number:	4031911	GORILLA LOFT
Registration Number:	2422507	GORILLA RACK
Registration Number:	3476373	GORILLA WRAP
Registration Number:	3540657	LOADMASTER
Registration Number:	1662493	RAPID RACK
Registration Number:	1698407	RHINO RACK
Registration Number:	4376156	THE BRUIN
Registration Number:	1541580	GORILLA RACK

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	TM1
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/13/2013

Total Attachments: 10
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ACKNOWLEDGEMENT OF TRADEMARK ASSIGNMENT

This **ACKNOWLEDGEMENT OF TRADEMARK ASSIGNMENT** (this "Acknowledgement") is executed and delivered as of October 22, 2013, by and among Rapid Rack Industries, Inc., a California Corporation ("RRI"), ZOHAR CDO 2003-1, Limited and ZOHAR III, Limited (collectively, the "Lenders"), and Patriarch Partners Agency Services, LLC, a Delaware limited liability company, as administrative agent for Lenders (the "Administrative Agent").

RECITALS

A. Pursuant to the Amended and Restated Credit Agreement (as modified to the date hereof, the "RRI Credit Agreement"), dated as of August 6, 2004 and amended and restated as of November 16, 2005, by and among RRI, the Lenders, the Administrative Agent and Canadian Imperial Bank of Commerce, the Lenders made loans to RRI, and made other financial accommodations to or for the benefit of, RRI (the "RRI Loans").

B. Pursuant to the Third Amended and Restated Credit Agreement, dated as of November 6, 1997, amended and restated as of July 6, 1998, amended and restated as of April 30, 2003 and further amended and restated as of November 16, 2005 (as modified to the date hereof, the "RRH Credit Agreement"), among Rapid Rack Holdings, Inc., a Delaware corporation ("RRH"), as borrower, the lenders and other financial institutions party thereto as lenders (the "RRH Lenders"), the Administrative Agent, as administrative agent for such RRH Lenders, and Canadian Imperial Bank of Commerce, individually and as resigning agent for such lenders, the RRH Lenders made loans to RRH (the "RRH Loans") guaranteed by RRI pursuant to a Subsidiaries Guarantee, dated as of July 6, 1998, as confirmed and acknowledged in the Omnibus Amendment and Borrower, Parent and Subsidiary Guarantor Acknowledgement dated as of November 16, 2005.

B. Pursuant to the Borrower Security Agreement (as modified to the date hereof, the "Security Agreement"), dated as of August 6, 2004, made by RRI in favor of the Administrative Agent, as confirmed and acknowledged in the Omnibus Amendment and Borrower and Guarantor Acknowledgement dated as of November 16, 2005, RRI granted the Administrative Agent, for the benefit of the Lenders and as security for the Loans, security interests in the "Collateral" under and as defined in the Security Agreement.

C. RRI subsequently defaulted in the performance of its obligations under the RRI Credit Agreement and RRH subsequently defaulted in the performance of its obligations under the RRH Credit Agreement.

D. The Lenders, RRI, RRH, Administrative Agent and Dura Operating, LLC are parties to that certain Foreclosure Agreement (the "Foreclosure Agreement"), dated as of the date hereof, pursuant to which RRI tendered certain Collateral in full satisfaction of the principal amount of the RRI Loans and in partial satisfaction of the principal amount of the RRH Loans, including RRI's right, title and interest in, to and under all "Trademarks" and "Trademark Licenses" under and as defined in the Security Agreement, together with all related books and records and all "Proceeds" under and as defined in the Security Agreement and products of any

and all of the foregoing, including those set forth on Schedule A attached hereto (collectively, the "Marks").

E. Pursuant to a Bill of Sale dated as of the date hereof (the "Bill of Sale") and as required under the Foreclosure Agreement, RRI assigned, transferred and delivered all of RRI's rights, title and interest in the Marks, among other Collateral, to the Administrative Agent, for the benefit of the Lenders. The Administrative Agent, on behalf of the Lenders, is acquiring that portion of the business to which the Marks pertain and that portion is ongoing and existing.

F. RRI desires to acknowledge the assignment, transfer and delivery to Administrative Agent, on behalf of the Lenders, of its right, title and interest in, to and under the Marks pursuant to the Foreclosure Agreement and Bill of Sale.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein will have the meanings set forth in the Foreclosure Agreement.

2. Acknowledgement of Assignment. RRI hereby acknowledges the assignment, transfer and delivery to Administrative Agent, on behalf of the Lenders, of all of its worldwide right, title and interest in, to and under the Marks, and the goodwill symbolized thereby and associated therewith, and all registrations and all applications to register the Marks and registrations of and renewals and extensions of the foregoing, for Administrative Agent's own use and enjoyment, on behalf of the Lenders, and for the use and enjoyment of Administrative Agent's successors and assigns, on behalf of the Lenders, together with the right to sue for damages and payments for claims of past, present or future infringement or other unauthorized use of the Marks, if any, and collect the same for Administrative Agent's own use and enjoyment, on behalf of the Lenders, and for the use and enjoyment of Administrative Agent's successors and assigns, on behalf of the Lenders, as fully and entirely as the same would have been held and enjoyed by RRI if the assignment, transfer and delivery had not been made, together with all income, royalties or payments due or payable to RRI as of the date of this Acknowledgement or that become due or payable in respect of the Marks thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Administrative Agent's own use and enjoyment, on behalf of the Lenders, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Recordation. RRI authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar governmental authority to record Administrative Agent, on behalf of the Lenders, as the assignee and owner of the Marks, and issue any and all registrations thereon to Administrative Agent, on behalf of the Lenders, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Administrative Agent, its successors, assigns or other legal representatives, on behalf of the Lenders.

4. Further Assurances. RRI hereby agrees to execute, acknowledge and deliver, upon the request of Administrative Agent, such additional documents prepared by Administrative Agent, on behalf of the Lenders, as are reasonably necessary to register and otherwise give full effect to, and to perfect the rights of Administrative Agent, on behalf of the Lenders, under, the Foreclosure Agreement, and this Acknowledgement of the assignment of all rights in and to the Marks worldwide, including all documents reasonably necessary to register in the name of Administrative Agent, on behalf of the Lenders, the assignment of the Marks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

5. No Use. RRI, for itself and on behalf of its successors and assigns, subsequent to the date hereof, covenants not to use, apply for, or register any of the Marks or use, apply for, or register any variation of the Marks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Marks, for any purpose in the United States or in any foreign country.

6. Subsequent Payments. If any proceeds of any of the Marks or any payment thereon is for any reason received by RRI subsequent to the date hereof, RRI will remit the same to Administrative Agent, on behalf of the Lenders, immediately in the form in which received, together with all necessary assignments and endorsements.

7. Binding Effect. This Acknowledgement will be binding upon RRI and inure to the benefit of Administrative Agent and its successors and assigns, on behalf of the Lenders.

8. Counterparts. This Acknowledgement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts, provided receipt of such counterparts is confirmed.

9. Governing Law. THE VALIDITY AND CONSTRUCTION OF THIS ACKNOWLEDGEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF ANOTHER JURISDICTION'S LAWS.

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IN WITNESS WHEREOF, this Acknowledgement has been executed effective as of the date first set forth above.

RAPID RACK INDUSTRIES, INC.

By: *J. Craig Allen*
Name: J. Craig Allen
Title: COO/CFO

STATE OF *California*)
) SS:

COUNTY OF *Los Angeles*)
22nd

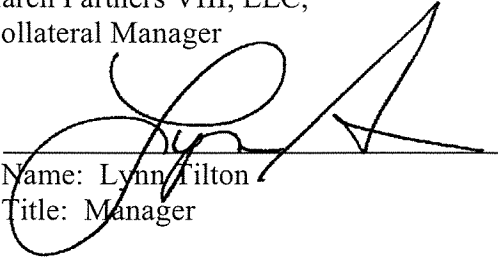
On this *22nd* day of October, 2013 before me, *Rishi Dhiri*, known to me to be *J. CRAIG ALLEN* of Rapid Rack Industries, Inc., who acknowledged that ~~she~~he signed this instrument as a free act on behalf of Rapid Rack Industries, Inc.



Rishi Dhiri
Notary Public:
My commission expires: *July 6, 2017*

ZOHAR CDO 2003-1, LIMITED

By: Patriarch Partners VIII, LLC,
its Collateral Manager

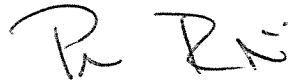
By: 
Name: Lynn Tilton
Title: Manager

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

On this 22nd day of October, 2013 before me, Lynn Tilton, known to me to be the Manager of the Collateral Manager of Zohar CDO 2003-1, Limited, who acknowledged that she signed this instrument as a free act on behalf of Zohar CDO 2003-1, Limited.



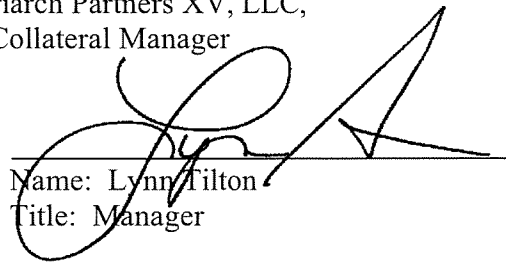
Notary Public:

My commission expires:

PETER JOSEPH RUFFINI
Notary Public, State of New York
No. 02RU6177961
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Nov. 19, 2015

ZOHAR III, LIMITED

By: Patriarch Partners XV, LLC,
its Collateral Manager

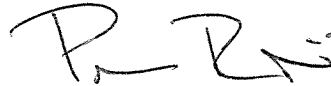
By: 
Name: Lynn Tilton
Title: Manager

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

On this 22nd day of October, 2013 before me, Lynn Tilton, known to me to be the Manager of the Collateral Manager of Zohar III, Limited, who acknowledged that she signed this instrument as a free act on behalf of Zohar III, Limited.



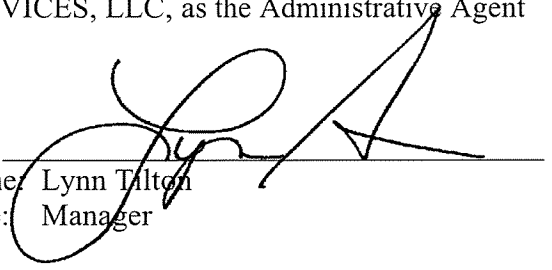
Notary Public:

My commission expires:

PETER JOSEPH RUFFINI
Notary Public, State of New York
No. 02RU6177961
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Nov. 19, 2015

PATRIARCH PARTNERS AGENCY
SERVICES, LLC, as the Administrative Agent

By: _____
Name: Lynn Tilton
Title: Manager

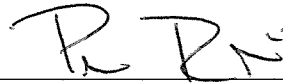


STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

On this 22nd day of October, 2013 before me, Lynn Tilton, known to me to be the Manager of Patriarch Partners Agency Services, LLC, who acknowledged that she signed this instrument as a free act on behalf of Patriarch Partners Agency Services, LLC.



Notary Public:
My commission expires:

PETER JOSEPH RUFFINI
Notary Public, State of New York
No. 02RU6177961
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Nov. 19, 2015

SCHEDULE A

Marks

Trademark	Jurisdiction	Reg No	App No
FlexI	United States	4045786	77/639480
Gorilla	United States	3300657	76/673117
Gorilla Claws	United States	N/A	85/806056
Gorilla Garage	United States	3791839	77/377944
Gorilla Loft	United States	4031911	77/415502
Gorilla Rack	European Community	8205254	8205254
Gorilla Rack	New Zealand	N/A	821952
Gorilla Rack	United States	2422507	75/455915
Gorilla Rack	Venezuela	305130	15854/09
Gorilla Skins	United States	N/A	85/806058
Gorilla Wrap	United States	3476373	77/360613
Loadmaster	United States	3540657	76/671756
Rapid Rack	United States	1662493	74/088336
Rhino Rack	United States	1698407	74/096229
The Boss	United States	N/A	85/533955
The Bruin	United States	4376156	85/806051
The Brute	United States	N/A	85/533961
The Hideaway	United States	N/A	85/806053
The Stowaway	United States	N/A	85/533962
Gorilla	United States	N/A	77/360615
Gorilla	United States	N/A	76/671758
Gorilla Rack	United States	N/A	77/360618
Gorilla Rack	United States	N/A	76/671757
Gorilla Rack	United States	1541580	73/751487
Duramax	United States	N/A	76/671760
K-Bench	United States	N/A	77/440399
K-Desk	United States	N/A	77/440344
Kabinetz	United States	N/A	77/440333
Magnum Sportman's	United States	N/A	74/252119
Rivet System	United States	N/A	74/096410
Trimline	United States	N/A	76/671759
Rapid Stor	United States	N/A	74/134380
Big Z	United States	N/A	77/639489
Silver Back	United States	N/A	75/510899
Silver Fox	United States	N/A	75/511174