

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
Patriarch Partners Agency Services, LLC		10/22/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Silverack, LLC
Street Address:	135 South State College, Suite 100
City:	Brea
State/Country:	CALIFORNIA
Postal Code:	92821
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

TRADEMARK

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:	TM2
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/13/2013

Total Attachments: 11
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TRADEMARK
REEL: 005153 FRAME: 0221

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of October 22, 2013, by and among Rapid Rack Industries, Inc., a California Corporation (the "Initial Assignor"), ZOHAR CDO 2003-1, Limited and ZOHAR III, Limited, (collectively, the "Lender Assignors"), Patriarch Partners Agency Services, LLC, a Delaware limited liability company, as administrative agent for Lender Assignors (the "Administrative Agent"), and Silverack, LLC, a Delaware limited liability company (the "Assignee").

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 the Initial Assignor, the Lender Assignors, the Administrative Agent and Canadian Imperial Bank of Commerce, the Lender Assignors made loans to the Initial Assignor, and made other financial accommodations to or for the benefit of, the Initial Assignor (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 the Initial Assignor 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.

C. Pursuant to the Borrower Security Agreement (as modified to the date hereof, the "Security Agreement"), dated as of August 6, 2004, made by the Initial Assignor 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, the Initial Assignor granted the Administrative Agent, for the benefit of the Lender Assignors and as security for the RRI Loans, security interests in the "Collateral" under and as defined in the Security Agreement.

D. The Initial Assignor 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.

E. The Lender Assignors, the Initial Assignor, Administrative Agent, RRH and Dura Operating, LLC are parties to that certain Foreclosure Agreement (the "Foreclosure Agreement"), dated as of the date hereof, pursuant to which the Initial Assignors tendered certain Collateral to Lenders Assignors in full satisfaction of the principal amount of the RRI Loans and in partial satisfaction of the principal amount of the RRH Loans, including the Initial Assignor'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").

F. Pursuant to a Bill of Sale dated as of the date hereof and as required under the Foreclosure Agreement, the Initial Assignor assigned, transferred and delivered all of the Initial Assignor's rights, title and interest in the Marks, among other Collateral, to the Administrative Agent, for the benefit of the Lender Assignors.

G. The Administrative Agent, on behalf of the Lender Assignors, now desires to sell, assign, transfer, convey and deliver to the Assignee its and the Lender Assignors' respective right, title and interest in, to and under the Marks and the Assignee desires to acquire the Marks and the goodwill associated therewith. The Assignee is acquiring that portion of the business to which the Marks pertain and that portion is ongoing and existing.

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. Assignment. The Administrative Agent, on behalf of the Lender Assignors, hereby sells, assigns, transfers and conveys to the Assignee all of its and the Lender Assignors' respective 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 the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors and assigns, 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 the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Administrative Agent, on behalf of the Lender Assignors, if this assignment and sale had not been made, together with all income, royalties or payments due or payable to the Initial Assignors, the Administrative Agent or the Lender Assignors as of the date of this Assignment 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 the Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
3. Recordation. The Initial Assignors, the Administrative Agent and the Lender Assignors authorize and request the United States Commissioner of Patents and Trademarks and any other similar governmental authority to record the Assignee as the assignee and owner of the Marks, and issue any and all registrations thereon to the Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. The Initial Assignors, the Administrative Agent and the Lender Assignors hereby agree to execute, acknowledge and deliver, upon the request of the Assignee, such additional documents prepared by the Assignee as are reasonably necessary to register and otherwise give full effect to, and to perfect the rights of the Assignee under, this Assignment in and to the Marks worldwide, including all documents reasonably necessary to register in the name of the Assignee 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. The Initial Assignors, the Administrative Agent and the Lender Assignors, for themselves and on behalf of their respective successors and assigns, subsequent to the date hereof, covenant 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 the Initial Assignor, the Administrative Agent or the Lender Assignors subsequent to the date hereof, the Initial Assignors, the Administrative Agent and the Lender Assignors will remit the same to the Assignee immediately in the form in which received, together with all necessary assignments and endorsements.
7. Binding Effect. This Assignment will be binding upon the Initial Assignors, the Administrative Agent and the Lender Assignors and inure to the benefit of the Assignee and their respective successors and assigns.
8. Counterparts. This Assignment 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 ASSIGNMENT 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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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

SILVERACK, LLC

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

STATE OF *California*)

) SS:

COUNTY OF *Los Angeles*)

J. CRAIG ALLEN

COO/CFO On this *22nd* day of _____, 2013 before me, ~~Lynn Tilton~~, known to me to be the ~~Manager~~ of Silverack, LLC, who acknowledged that ~~she~~ signed this instrument as a free act on behalf of Silverack, LLC.

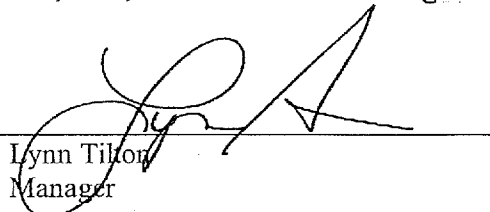
HE

[Signature]



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

PATRIARCH PARTNERS AGENCY
SERVICES, LLC, as the Administrative Agent

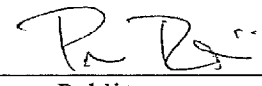
By: 
Name: Lynn Tilton
Title: Manager

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, 2014

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