

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
Gemcap Lending I, LLC		11/27/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ATS WORKHOLDING, INC.		
Street Address:	30222 Esperanza		
City:	Rancho Santa Margarita		
State/Country:	CALIFORNIA		
Postal Code:	92688		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2204669	SMW SYSTEMS	
Registration Number:	2046892	SMW	
CORRESPONDENCE DATA			
Fax Number:	2136836669		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2138910351		
Email:	snakasone@pmcos.com		
Correspondent Name:	Steven M. Nakasone		
Address Line 1:	555 S. Flower Street		
Address Line 2:	30th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	9564-1		
NAME OF SUBMITTER:	Steven M. Nakasone		

Signature:	/Steven M. Nakasone/
Date:	01/09/2014
Total Attachments: 3 source=RELEASE OF SECURITY INTE_20140109023704#page1.tif source=RELEASE OF SECURITY INTE_20140109023704#page2.tif source=RELEASE OF SECURITY INTE_20140109023704#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of November 27, 2013, by GEMCAP LENDING I, LLC ("Lender"), in favor of ATS WORKHOLDING, INC., a California corporation, as successor in interest to Superior Metalworking Systems, LLC ("Grantor").

WITNESSETH:

WHEREAS, pursuant to a security agreement, trademark security agreement or similar agreement dated as of June 18, 2010 made by Grantor in favor of Lender (as amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement") and in order to secure certain debts and obligations owing from Grantor to Lender, Grantor granted a security interest to Lender in, and a lien upon, the trademarks listed on Exhibit A attached hereto (the "Trademarks"), (ii) all income, royalties, damages and payments due and/or payable under or with respect to the Trademarks, including, without limitation, damages and payments for past, present and future infringements of the Trademarks and the right to sue for past, present and future infringements of the Trademarks, and (iii) all rights corresponding to the Trademarks throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks;

WHEREAS, Grantor has requested that Lender (a) terminate and release the lien and interest of Lender in the Trademarks, and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, Lender has agreed to such release and termination;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby irrevocably (i) releases and terminates its security interest in and to the Trademarks, and (ii) reassigns to Grantor all right, title and interest of Lender in and to the Trademarks.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Lender has caused this Release of Security Interest in Trademarks to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GEMCAP LENDING I, LLC

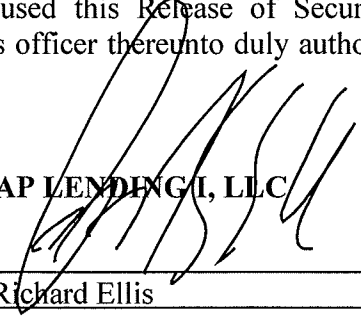
By: 
Name: Richard Ellis
Its: Co-President

EXHIBIT A

TRADEMARKS

Trademark	Serial No. and Date	Registration No. and Date
SMW SYSTEMS (typeset words)	74587760 October 20, 1994	2204669 November 24, 1998
SMW (typeset words)	74444178 October 5, 1993	2046892 March 25, 1997

Exhibit A