

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM300857

|                              |                          |
|------------------------------|--------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT           |
| <b>NATURE OF CONVEYANCE:</b> | RELEASE BY SECURED PARTY |

**CONVEYING PARTY DATA**

| Name              | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-------------|
| Barclays Bank PLC |          | 03/27/2014     | COMPANY:    |

**RECEIVING PARTY DATA**

|                        |                      |
|------------------------|----------------------|
| <b>Name:</b>           | Kustom Signals, Inc. |
| <b>Street Address:</b> | 9652 Loiret Blvd.    |
| <b>City:</b>           | Lenexa               |
| <b>State/Country:</b>  | KANSAS               |
| <b>Postal Code:</b>    | 66219                |
| <b>Entity Type:</b>    | CORPORATION: KANSAS  |

**PROPERTY NUMBERS Total: 14**

| Property Type        | Number  | Word Mark          |
|----------------------|---------|--------------------|
| Registration Number: | 1836053 | EAGLE              |
| Registration Number: | 1475771 | EYEWITNESS         |
| Registration Number: | 1287770 | FALCON             |
| Registration Number: | 1699743 | FALCON MARINE      |
| Registration Number: | 2395287 | FIRE EYE           |
| Registration Number: | 0935678 | KUSTOM SIGNALS     |
| Registration Number: | 0918057 | K                  |
| Registration Number: | 2290663 | LASERCAM           |
| Registration Number: | 1703020 | PRO LASER          |
| Registration Number: | 2494767 | TALON              |
| Registration Number: | 2532625 | MED EYE            |
| Registration Number: | 2591457 | KUSTOM             |
| Registration Number: | 2800970 | MOTOREYE           |
| Registration Number: | 2815531 | DIGITAL EYEWITNESS |

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Email:** trademarks@dechert.com, erin.reimer@dechert.com

**Correspondent Name:** Glenn A. Gundersen

**TRADEMARK**

CH \$365.00 1836053

**Address Line 1:** 2929 Arch Street  
**Address Line 2:** Cira Centre  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19104-2808

**ATTORNEY DOCKET NUMBER:** 128953

**NAME OF SUBMITTER:** Erin Reimer

**SIGNATURE:** /Erin Reimer/

**DATE SIGNED:** 04/09/2014

**Total Attachments: 4**

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## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**"), is made and effective as of March 27, 2014 and granted by Barclays Bank PLC, a company incorporated and registered under the laws of England and Wales with number 01026167, in its capacity as security agent for the Security Beneficiaries under the Amended and Restated Facility Agreement referred to below (the "**Collateral Agent**").

WHEREAS, Kustom Signals, Inc. (the "**Pledgor**") entered into that certain Senior Term and Multicurrency Revolving Facilities Agreement originally dated on or around February 16, 2007, and as last amended and restated on May 21, 2010 (the "**Amended and Restated Facility Agreement**"), with the Collateral Agent, the lenders party thereto and the other pledgors and borrowers party thereto;

WHEREAS, in connection with the Amended and Restated Facility Agreement, the Pledgor executed and delivered to the Collateral Agent (i) a joinder to that certain Security Agreement dated as of April 3, 2007, made by and between the Pledgor, the Collateral Agent and the other parties thereto (the "**Master Security Agreement**") and (ii) Trademark Security Agreement, dated as of April 3, 2007 (the "**Trademark Security Agreement**" and, together with the Master Security Agreement, the "**Security Agreements**");

WHEREAS, pursuant the Security Agreements, the Pledgor pledged and granted to the Collateral Agent for the benefit of the Security Beneficiaries a security interest in and to all of the right, title and interest of such Pledgor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement and attached hereto as Schedule I);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 3516, Frame 0560 on April 5, 2007; and

WHEREAS, the Pledgor has requested that the Collateral Agent enter into this Release in order to accomplish and evidence the release of any and all right, title and interest the Collateral Agent and the Security Beneficiaries may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Security Beneficiaries, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral.

2. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Barclays Bank PLC  
as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices: \_\_\_\_\_

*Chris Kerone*  
*Asst*

**Barclays Bank PLC  
5 The North Colonnade  
Canary Wharf  
London  
E14 4BB**

**SCHEDULE 1****TRADEMARK REGISTRATIONS AND APPLICATIONS**

| <b>Mark</b>             | <b>Registration No.</b> | <b>Registration Date</b>     |
|-------------------------|-------------------------|------------------------------|
| Eagle                   | 1,836,053               | May 10, 1994                 |
| Eyewitness (and design) | 1,475,771               | February 9, 1988             |
| Falcon (and design)     | 1,287,770               | July 31, 1984                |
| Falcon Marine           | 1,699,743               | July 7, 1992                 |
| Fire Eye                | 2,395,287               | October 17, 2000             |
| Kustom Signals          | 935,678                 | June 13, 1972<br>(renewed)   |
| K (and design)          | 918,057                 | August 10, 1971<br>(renewed) |
| Lasercam                | 2,290,663               | November 2, 1999             |
| PRO LASER               | 1,703,020               | July 28, 1992                |
| TALON                   | 2,494,767               | October 2, 2001              |
| MED EYE                 | 2,532,625               | January 22, 2002             |
| KUSTOM                  | 2,591,457               | July 9, 2002                 |
| MOTOR EYE               | 2,800,970               | December 30, 2003            |
| DIGITAL EYEWITNESS      | 2,815,531               | February 17, 2004            |