

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304570

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Interest

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		05/14/2014	Bank National Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Motorcycle USA, LLC
<b>Street Address:</b>	15 Hammond
<b>Internal Address:</b>	Suite 308
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92618
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OREGON
<b>Name:</b>	Motorcycle Superstore, Inc.
<b>Street Address:</b>	931 Chevy Way
<b>City:</b>	Medford
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97504
<b>Entity Type:</b>	CORPORATION: OREGON

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	3400338	MOTORCYCLE USA
<b>Registration Number:</b>	2794846	MOTORCYCLEUSA.COM
<b>Registration Number:</b>	3400337	MOTORCYCLE SUPERSTORE

## CORRESPONDENCE DATA

Fax Number: 9177777373

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

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher &amp; Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Elaine Ziff, Esq.

Address Line 4: New York, NEW YORK 10036

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	217730/2614
<b>NAME OF SUBMITTER:</b>	Elaine D. Ziff
<b>SIGNATURE:</b>	/eziff/
<b>DATE SIGNED:</b>	05/15/2014

**Total Attachments: 4**

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**RELEASE OF TRADEMARK SECURITY INTEREST**

This **RELEASE OF TRADEMARK SECURITY INTEREST** ("Release") dated May 14, 2014, is made by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Administrative Agent under the Credit Agreement referred to below, a bank national association with its principal office at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402 for the Secured Parties (as defined in the Credit Agreement referred to below) (the "Agent"), in favor of **MOTORCYCLE USA, LLC**, an Oregon limited liability company located at 15 Hammond, Suite 308, Irvine, CA 92618, and **MOTORCYCLE SUPERSTORE, INC.**, an Oregon corporation located at 931 Chevy Way, Medford, OR 97504, (each, a "Grantor" and, collectively, the "Grantors").

Reference is made to the Credit Agreement, dated as of March 26, 2012 (as amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Motorsport Aftermarket Group, Inc., a Delaware corporation, as the Borrower ("Borrower"), Rally Holdings, LLC, a Delaware limited liability company ("Holdings"), Ralco Holdings, Inc., a Delaware corporation, the other Persons listed as "Loan Parties" on the signature pages thereto, as Guarantors, the Lenders party thereto from time to time and the Agent.

**WHEREAS**, as a condition precedent to the Lenders' extension of such credit, each Grantor executed and delivered to the Agent (i) a Security Agreement dated as of March 26, 2012, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) a Trademark Security Agreement, dated as of March 26, 2012 (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office on April 4, 2012 at Reel 4766/Frame 0870, and

**WHEREAS**, under the terms of the Security Agreement and the Trademark Security Agreement, the Grantors granted to the Agent, and its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in, among other property, all of their respective right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided, that, no security interest was granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would have impaired the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application was automatically subjected to the security interest granted therein), and

**WHEREAS**, the secured obligations have been paid and performed in full and the Agent desires to document its release of its continuing security interest in the Trademarks which was granted under the Security Agreement and the Trademark Security Agreement.

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

1. Terms. Terms defined in the Credit Agreement, the Security Agreement and the Trademark Security Agreement not otherwise defined herein are used herein as defined in the Credit Agreement, the Security Agreement, and the Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Agent hereby terminates and releases, in its entirety, for the benefit of the Grantors, and their successors and assigns to the Trademarks, the Agent's continuing security interest in all of the Grantors' right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A hereto.

3. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks record this Release.

4. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.


5. Further Assurances. From time to time after the date hereof, upon any Grantor's reasonable request, the Agent shall execute all other documents and instruments reasonably necessary to fully terminate and release the Agent's security interest in all of the Grantors' right, title and interest in to and under and to the Trademarks, including, but not limited to, releases, assignments, powers of attorney, or other instruments in recordable form as are necessary or desirable to make effective the release herein made.

6. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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**IN WITNESS WHEREOF**, Agent has caused this **RELEASE OF TRADEMARK SECURITY INTEREST** to be duly executed as of the date first above written.

WILMINGTON TRUST NATIONAL  
ASSOCIATION, as Administrative  
Agent (the Agent)

By:   
Name: Joseph B. Fell  
Title: Vice President

SCHEDULE A TO RELEASE OF  
TRADEMARK SECURITY INTEREST

TRADEMARKS

Mark	Registration Number	Registration Date
MOTORCYCLE USA	3400338	3/18/2008
MOTORCYCLEUSA.COM	2794846	12/16/2003
MOTORCYCLE SUPERSTORE	3400337	3/18/2008

[Signature Page to Trademark Security Agreement]

KE 31699404.2

**RECORDED: 05/15/2014**

**TRADEMARK  
REEL: 005280 FRAME: 0557**