TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304623

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AT REEL/FRAME NO. 4960/0274

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION		05/14/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	V&H PERFORMANCE, LLC
Street Address:	13871 ROSECRANS AVENUE
City:	SANTA FE SPRINGS
State/Country:	CALIFORNIA
Postal Code:	90670
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3215744	FUELPAK
Registration Number:	1900357	PORKER
Registration Number:	2693185	VANCE & HINES

OP $90.00 3215744

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	025646-0617
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	05/15/2014

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE, dated as of May 14, 2014 (this "Release"), is made by General Electric Capital Corporation, a Delaware corporation located at 500 W. Monroe Street Chicago, IL 60661 ("Agent"), in favor of V&H Performance, LLC, a Delaware limited liability company located at 13871 Rosecrans Avenue, Santa Fe Springs, CA 90670 ("Grantor") as follows:

W I T N E S S E T H

Reference is made to the (i) Credit Agreement, dated as of March 26, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Motorsport Aftermarket Group, Inc., a Delaware corporation, as the borrower (the "Borrower"), Rally Holdings, LLC, a Delaware limited liability company ("Holdings"), the Lenders and Issuers party thereto from time to time and the Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services.

WHEREAS, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, the Grantor executed and delivered to Agent a Trademark Security Agreement, dated March 26, 2012 (the "Trademark Security Agreement"), and recorded with the U.S. Patent and Trademark Office on February 11, 2013 at Reel/Frame No. 4960/0274; and

WHEREAS, under the terms of the Trademark Security Agreement, the Grantor granted the Agent, for the benefit of the Secured Parties, a security interest in, among other property, all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto (collectively, the "Trademark Collateral");

WHEREAS, the Grantor has paid all of its outstanding indebtedness to the Agent; and

WHEREAS, the Grantor has requested that the Agent release its security interest in all right, title and interest of the Agent in and to the Trademark Collateral.

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 and the Trademark Security Agreement not otherwise defined herein are used herein as defined in the Credit Agreement and the Trademark Security Agreement.

2. Release of Security Interest. Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels and releases, in its entirety, for the benefit of Grantor, and its successors and assigns to the Trademark Collateral, the security interest in the Trademark Collateral and any and right, title and interest of the Agent in the Trademark Collateral shall hereby terminate, cease and become void.

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3. Recordation. Grantor 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 mutually signed counterpart of this Release.

5. Further Assurances. From time to time after the date hereof, upon Grantor's reasonable request, Agent agrees to provide Grantor with any information and additional authorization and documentation necessary to effect the release of Agent's security interest in the Trademark Collateral (without recourse, representation or warranty and at Grantor's sole cost and expense).

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.

[SIGNATURE PAGE FOLLOWS]

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

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Hai Nguyen
Name: Hai Nguyen
Title: Duly Authorized Signatory

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL

Mark	Serial/ Registration Number	Filing/ Registration Date
FUELPAK	Serial No. 78/882,823 Reg. No. 3,215,744	Filing Date 5/12/2006 Reg. Date 3/6/2007
PORKER	Serial No. 74/523,171 Reg. No. 1,900,357	Filing Date 5/4/1994 Reg. Date 6/20/1995
VANCE & HINES	Serial No. 76/417,011 Reg. No. 2,693,185	Filing Date 6/4/2002 Reg. Date 3/4/2003

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