

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AT REEL/FRAME NO. 4960/0310		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION		05/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PROGRESSIVE SUSPENSION, LLC		
Street Address:	6911 MARLIN CIRCLE		
City:	LA PALMA		
State/Country:	CALIFORNIA		
Postal Code:	90623		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2809428		
Registration Number:	2716499	AIRTAIL	
Registration Number:	4000912	BURLY BRAND	
Registration Number:	2095831	CRUISE CONTROL	
Registration Number:	2990665	GRAVITY	
Registration Number:	2763839	PROGRESSIVE SUSPENSION	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

OP \$165.00 2809428

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 Progressive Suspension, LLC, a Delaware limited liability company located at 6911 Marlin Circle, La Palma, CA 90623 ("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. 4960/0310; 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.

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.

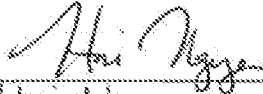
5. Further Assurances. From time to time after the date hereof, upon Grantor's reasonable request, Agent agrees to provide Grantor with any information and additional authorization and documentation necessary to effect the release of Agent's security interest in the Trademark Collateral (without recourse, 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: 
Name: Hai Nguyen
Title: Duly Authorized Signatory

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

Mark	Serial/ Registration Number	Filing/ Registration Date
	Serial No. 78/144,038 Reg. No. 2,809,428	Filing Date 7/15/2002 Reg. Date 1/27/2004
AIRTAIL	Serial No. 76/347,780 Reg. No. 2,716,499	Filing Date 12/13/2001 Reg. Date 5/13/2003
BURLYBRAND	Serial No. 85/049,742 Reg. No. 4,000,912	Filing Date 5/27/2010 Reg. Date 7/26/2011
CRUISE CONTROL	Serial No. 75/024,076 Reg. No. 2,095,831	Filing Date 11/27/1995 Reg. Date 9/9/1997
GRAVITY	Serial No. 78/408,347 Reg. No. 2,990,665	Filing Date 4/26/2004 Reg. Date 8/30/2005
PROGRESSIVE SUSPENSION	Serial No. 76/440,998 Reg. No. 2,763,839	Filing Date 8/16/2002 Reg. Date 9/16/2003