

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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			
Name:	Kuryakyn Holdings, LLC		
Street Address:	454 County Road 35/64		
City:	Somerset		
State/Country:	WISCONSIN		
Postal Code:	54025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	J&P Cycles, LLC		
Street Address:	13225 Circle Drive		
Internal Address:	PO Box 138		
City:	Anamosa		
State/Country:	IOWA		
Postal Code:	52205		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	DFR Acquisition Corporation		
Street Address:	3191 N. Washington St.		
Internal Address:	Ste. 2		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85525		
Entity Type:	CORPORATION: DELAWARE		
Name:	Motorsport Aftermarket Group, Inc.		
Street Address:	17771 Mitchell North		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	CORPORATION: DELAWARE		
Name:	Mustang Motorcycle Products, LLC		
Street Address:	65 Springfield Street		

TRADEMARK

City:	Palmer
State/Country:	MASSACHUSETTS
Postal Code:	01069
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Performance Machine, LLC
Street Address:	6892 Marlin Circle
City:	La Palma
State/Country:	CALIFORNIA
Postal Code:	90623
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Progressive Suspension, LLC
Street Address:	6911 Marlin Circle
City:	La Palma
State/Country:	CALIFORNIA
Postal Code:	90623
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	V&H Performance, LLC
Street Address:	13861 Rosecrans Avenue
City:	Santa Fe Springs
State/Country:	CALIFORNIA
Postal Code:	90670
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	3208307	DRAGONFIRE RACING
Registration Number:	2024131	KEEPING THE WORLD ON 2 WHEELS
Registration Number:	2027275	J&P CYCLES
Registration Number:	2028995	J & P CYCLES
Registration Number:	3989451	J&P CYCLES
Registration Number:	3673886	AIRMASTER
Registration Number:	3118635	ISO
Registration Number:	2892561	KURYAKYN
Registration Number:	3670585	KURYAKYN
Registration Number:	3574750	LIBERATOR
Registration Number:	4042508	LIZARD
Registration Number:	3990659	PERFECT STORM
Registration Number:	3932143	STREET SLEEPER
Registration Number:	3932301	VELOCIRAPTOR
Registration Number:	3515500	WIDOW

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3443062	WIDOW
Registration Number:	3330612	WILD THINGS
Registration Number:	3330611	WILD THINGS PERFORMANCE
Registration Number:	979960	CYCLE NEWS
Registration Number:	3561759	BIKER ESSENTIALS
Registration Number:	1882054	MUSTANG
Registration Number:	2162359	MUSTANG
Registration Number:	1913212	PM
Registration Number:	1952532	PM
Registration Number:	3203836	PM PHATROD
Registration Number:	4079572	BLACK OPS
Registration Number:	3393671	CONTRAST CUT
Registration Number:	3464893	FORGE-TEC MOTORCYCLE
Registration Number:	4518172	PERFORMANCE MACHINE
Registration Number:	2911115	PHATAIL
Registration Number:	4063865	SUPER GAS
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
Registration Number:	3215744	FUELPACK
Registration Number:	1900357	PORKER
Registration Number:	2693185	VANCE & HINES
Serial Number:	85371309	FACTIONMX

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 & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Elaine Ziff, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2614

NAME OF SUBMITTER: Elaine D. Ziff

SIGNATURE: /eziff/

TRADEMARK

REEL: 005281 FRAME: 0314

DATE SIGNED:	05/16/2014
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Total Attachments: 7

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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 **KURYAKYN HOLDINGS, LLC**, a Delaware limited liability company located at 454 County Road 35/64, Somerset, WI 54025, **J&P CYCLES, LLC**, a Delaware limited liability company located at 13225 Circle Drive, PO Box 138, Anamosa, IA 52205, **DFR ACQUISITION CORPORATION**, a Delaware corporation located at 3191 N. Washington St., Ste. 2, Chandler, AZ 85525, **MOTORSPORT AFTERMARKET GROUP, INC.**, a Delaware corporation located at 17771 Mitchell North, Irvine, CA 92614, **MUSTANG MOTORCYCLE PRODUCTS, LLC**, a Delaware limited liability company located at 65 Springfield Street, Palmer, MA 01069, **PERFORMANCE MACHINE, LLC**, a Delaware limited liability company located at 6892 Marlin Circle, La Palma, CA 90623, **PROGRESSIVE SUSPENSION, LLC**, a Delaware limited liability company located at 6911 Marlin Circle, La Palma, CA 90623, and **V&H PERFORMANCE, LLC**, a Delaware limited liability company located at 13861 Rosecrans Avenue, Santa Fe Springs, CA 90670, (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”), (ii) a Trademark Security Agreement, dated as of March 26, 2012, which was recorded in the United States Patent and Trademark Office on February 25, 2013 at Reel 4969/Frame 0806, and (iii) a Trademark Security Agreement, dated as of March 26, 2012, which was recorded in the United States Patent and Trademark Office on February 25, 2013 at Reel 4969/Frame 0835 (together with (ii), the “Trademark Security Agreements”), and

WHEREAS, under the terms of the Security Agreement and the Trademark Security Agreements, 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 Agreements.

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 Agreements, 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	Serial/ Registration Number	Filing/ Registration Date
DragonFire Racing	Serial No. 78/847,419 Reg. No. 3,208,307	Filing Date 3/27/2006 Reg. Date 2/13/2007
FACTIONMX	Serial No. 85/371,309	Filing Date 7/14/2011
KEEPING THE WORLD ON 2 WHEELS	Serial No. 75/065,337 Reg. No. 2,024,131	Filing Date 2/29/1996 Reg. Date 12/17/1996
	Serial No. 75/065,354 Reg. No. 2,027,275	Filing Date 2/29/1996 Reg. Date 12/31/1996
J & P CYCLES	Serial No. 75/067,115 Reg. No. 2,028,995	Filing Date 3/4/1996 Reg. Date 1/7/1997
J&P CYCLES	Serial No. 85/174,317 Reg. No. 3,989,451	Filing Date 11/11/2010 Reg. Date 7/5/2011
AIRMASTER	Serial No. 77/406,373 Reg. No. 3,673,886	Filing Date 2/26/2008 Reg. Date 8/25/2009
ISO	Serial No. 76/456,324 Reg. No. 3,118,635	Filing Date 9/30/2002 Reg. Date 7/25/2006
KURYAKYN	Serial No. 76/466,572 Reg. No. 2,892,561	Filing Date 11/4/2002 Reg. Date 10/12/2004
Kuryakyn	Serial No. 77/501,237 Reg. No. 3,670,585	Filing Date 6/17/2008 Reg. Date 8/18/2009
Liberator	Serial No. 77/339,142 Reg. No. 3,574,750	Filing Date 11/28/2007 Reg. Date 2/17/2009
Lizard	Serial No. 77/743,843 Reg. No. 4,042,508	Filing Date 5/25/2009 Reg. Date 10/18/2011

Mark	Serial/ Registration Number	Filing/ Registration Date
Perfect Storm	Serial No. 77/825,738 Reg. No. 3,990,659	Filing Date 9/14/2009 Reg. Date 7/5/2011
Street Sleeper	Serial No. 77/876,242 Reg. No. 3,932,143	Filing Date 11/19/2009 Reg. Date 3/15/2011
Velociraptor	Serial No. 77/899,525 Reg. No. 3,932,301	Filing Date 12/22/2009 Reg. Date 3/15/2011
Widow	Serial No. 77/407,279 Reg. No. 3,515,500	Filing Date 2/27/2008 Reg. Date 10/14/2008
Widow	Serial No. 78/980,020 Reg. No. 3,443,062	Filing Date 12/5/2005 Reg. Date 6/3/2008
WILD THINGS	Serial No. 78/438,788 Reg. No. 3,330,612	Filing Date 6/21/2004 Reg. Date 11/6/2007
WILD THINGS PERFORMANCE	Serial No. 78/438,783 Reg. No. 3,330,611	Filing Date 6/21/2004 Reg. Date 11/6/2007
CYCLE NEWS	Serial No. 72/375,300 Reg. No. 979,960	Filing Date 11/5/1970 Reg. Date 3/5/1974
BIKER ESSENTIALS	Serial No. 77/135,552 Reg. No. 3,561,759	Filing Date 3/20/2007 Reg. Date 1/13/2009
	Serial No. 74/449,089 Reg. No. 1,882,054	Filing Date 10/21/1993 Reg. Date 3/7/1995
	Serial No. 74/707,643 Reg. No. 2,162,359	Filing Date 7/28/1995 Reg. Date 6/2/1998
	Serial No. 74/556,591 Reg. No. 1,913,212	Filing Date 7/28/1994 Reg. Date 8/22/1995
	Serial No. 74/558,528 Reg. No. 1,952,532	Filing Date 8/8/1994 Reg. Date 1/30/1996
	Serial No. 78/844,863 Reg. No. 3,203,836	Filing Date 3/23/2006 Reg. Date 1/30/2007

Mark	Serial/ Registration Number	Filing/ Registration Date
BLACK OPS	Serial No. 85/304,174 Reg. No. 4,079,572	Filing Date 4/25/2011 Reg. Date 1/3/2012
CONTRAST CUT	Serial No. 77/159,018 Reg. No. 3,393,671	Filing Date 4/17/2007 Reg. Date 3/4/2008
	Serial No. 76/674,865 Reg. No. 3,464,893	Filing Date 3/30/2007 Reg. Date 7/15/2008
PERFORMANCE MACHINE	Serial No. 85/477,264 Reg. No. 4,518,172	Filing Date 11/20/2011 Reg. Date 4/22/2014
PHATAIL	Serial No. 78/338,890 Reg. No. 2,911,115	Filing Date 12/10/2003 Reg. Date 12/14/2004
SUPER GAS	Serial No. 77/844,338 Reg. No. 4,063,865	Filing Date 10/8/2009 Reg. Date 11/29/2011
	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
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

Mark	Serial/ Registration Number	Filing/ Registration Date
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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RECORDED: 05/16/2014

**TRADEMARK
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