

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316073

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interests In Trademarks Recorded January 2, 2014
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GCI Capital Markets LLC		08/28/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ABRA, Inc.
Street Address:	6601 Shingle Creek Parkway
City:	Brooklyn Center
State/Country:	MINNESOTA
Postal Code:	55430
Entity Type:	CORPORATION: MINNESOTA
Name:	ABRA Automotive Systems, Inc.
Street Address:	6601 Shingle Creek Parkway
City:	Brooklyn Center
State/Country:	MINNESOTA
Postal Code:	55430
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2677947	ABRA
Registration Number:	2677946	ABRA
Registration Number:	1371738	ABRA
Serial Number:	85428358	RIGHT THE FIRST TIME, ON TIME.
Serial Number:	85377242	AMERICA'S MOST RECOMMENDED

CORRESPONDENCE DATA

Fax Number: 2124552502

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

Phone: 2124553237

Email: jmull@stblaw.com

Correspondent Name: Michelle Morad

TRADEMARK

Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 041945/0264

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 09/04/2014

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), is dated as of August 28, 2014, and made by GCI Capital Markets LLC ("Grantee").

WHEREAS, pursuant to a Trademark Security Agreement dated as of December 24, 2013, made by ABRA Automotive Systems, Inc., a Minnesota corporation ("AAS") in favor of Grantee (the "AAS Security Agreement"), a continuing security interest in AAS's entire right, title and interest in, to and under the Trademark Collateral (as defined therein) was granted to Grantee;

WHEREAS, the AAS Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 2, 2014, at Reel 5184 and Frame 0892;

WHEREAS, pursuant to a Trademark Security Agreement dated as of December 24, 2013, made by ABRA, Inc., a Minnesota corporation ("ABRA") in favor of Grantee (the "ABRA Security Agreement" and, together with the AAS Security Agreement, the "Security Agreements"), a continuing security interest in ABRA's entire right, title and interest in, to and under the Trademark Collateral (as defined therein) was granted to Grantee;

WHEREAS, the ABRA Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 2, 2014, at Reel 5184 and Frame 0885;

WHEREAS, Grantee now desires to release and terminate the Security Agreements and its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Grantee hereby states as follows:

1. Release of Security Interest. Grantee hereby terminates, releases and discharges its security interest in the Trademark Collateral, including all of the Trademarks referred to on Schedule A hereto, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void.

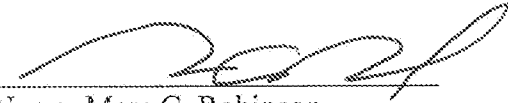
2. Further Assurances. The Grantee hereby agrees, at the sole cost of AAS, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

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

GCI CAPITAL MARKETS LLC

By: GC Advisors LLC, its sole member

By: 

Name: Marc C. Robinson

Title: Managing Director

Schedule A

Trademark	Registration/Serial No.
RIGHT THE FIRST TIME, ON TIME	85/428,358
AMERICA'S MOST RECOMMENDED	85/377,242
ABRA	2,677,947
ABRA	2,677,946
ABRA	1,371,738

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