ETAS ID: TM322023

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Agent		10/31/2014	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Toledo Driveline LLC
Street Address:	2315 SW 32 Avenue
City:	Pembroke Park
State/Country:	FLORIDA
Postal Code:	33023
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86035532	VOLT ELECTRONICS

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

PTO TMconfirmation@mvalaw.com Email:

MOORE & VAN ALLEN PLLC Correspondent Name:

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

MORRISVILLE, NORTH CAROLINA 27560 Address Line 4:

ATTORNEY DOCKET NUMBER:	031558-275
NAME OF SUBMITTER:	Ellen A. Rubel
SIGNATURE:	/Ellen A. Rubel/
DATE SIGNED:	11/03/2014

Total Attachments: 3

source=Termination T PNC to Toledo#page1.tif source=Termination T PNC to Toledo#page2.tif source=Termination T PNC to Toledo#page3.tif

> **TRADEMARK** REEL: 005393 FRAME: 0095

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 31, 2014 ("Release"), is made by PNC Bank, National Association, as Agent ("Agent") in favor of Toledo Driveline LLC ("Grantor").

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of March 14, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Borrowers party thereto and the Agent, the Grantor granted to the Agent, for the ratable benefit of the holders of the Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Credit Agreement, the Grantor, executed and delivered to Agent, for the ratable benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of March 14, 2014 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on March 20, 2014 at Reel 5240 Frame 0805.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Secured Parties, and the Grantor agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement or Notice.
- **SECTION 2.** <u>Termination and Release</u>. Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and
 - (b) authorizes the recordation of this Release with the USPTO at the Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TRI1\895226v1

TRADEMARK REEL: 005393 FRAME: 0096 IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Name: Jay Stein

Title: Senior Vice President

TRII\895226v1

Schedule A

Toledo Driveline LLC (Ohio Limited Liability Company)

U.S. Trademarks

Pending Applications

Mark	5 25 6 9 5 6 6 5 7 26 5 6 1 5 8 8 9 9 8 5	Registration Date
VOLT ELECTRONICS	86035532	2/14/14

TRI1\895226v1

TRADEMARK REEL: 005393 FRAME: 0098