

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323061

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ableco Finance LLC		10/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sage Automotive Interiors, Inc.		
<b>Street Address:</b>	3 Research Drive		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Greenville		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29607		
<b>Entity Type:</b>	CORPORATION: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77791997	SAGE GLOBAL AUTOMOTIVE	
<b>Registration Number:</b>	3874538	SAGE AUTOMOTIVE INTERIORS	
<b>Registration Number:</b>	3858094	SAGE AUTOMOTIVE INTERIORS	
<b>Registration Number:</b>	2641092	FXC	
<b>Registration Number:</b>	2750289	FXC	
<b>Registration Number:</b>	2803535	MEZZIO	
<b>Registration Number:</b>	2286372	MFLEX	
<b>Registration Number:</b>	3240743	NO STAINS. NO SMELLS. NO WORRIES.	
<b>Registration Number:</b>	3277697	NO STAINS. NO SMELLS. NO WORRIES.	
<b>Registration Number:</b>	2104460	PREFERRED SUEDE	
<b>Registration Number:</b>	2989277	PREFERRED SUEDE	
<b>Registration Number:</b>	2499063	PS	
<b>Registration Number:</b>	3030479	YES ESSENTIALS	
<b>Registration Number:</b>	3061093	YES ESSENTIALS	
<b>Serial Number:</b>	85188228	YES ESSENTIALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		

CH \$390.00 77791997

TRADEMARK

**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:** 212-756-2132  
**Email:** scott.kareff@srz.com  
**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP  
**Address Line 1:** 919 Third Avenue  
**Address Line 2:** 22nd floor  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	014951-1203
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<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-1203)
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<b>SIGNATURE:</b>	/kc for sk/
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<b>DATE SIGNED:</b>	11/12/2014
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**Total Attachments: 4**

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source=Trademark Release for Sage Automotive Interiors, Inc#page4.tif

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of October 8, 2014 (the "Effective Date") by **ABLECO FINANCE LLC**, a Delaware limited liability company, in its capacity as Collateral Agent for itself and certain lenders (in such capacity, the "Grantee"), in favor of **SAGE AUTOMOTIVE INTERIORS, INC.**, a South Carolina Corporation (the "Grantor").

**WHEREAS**, pursuant to the terms and conditions of that certain Grant of a Security Interest – Trademarks, dated as of May 6, 2011 (the "Trademark Security Agreement"), made by the Grantor in favor of the Grantee, the Grantor granted to the Grantee for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement referred to in the Trademark Security Agreement), a continuing security interest in and to all of the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks and trademark applications set forth on Schedule A attached hereto;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on May 6, 2011, at Reel/Frame 004536/0475; and

**WHEREAS**, Grantor has requested and Grantee has agreed to provide a document suitable for recording in the USPTO evidencing and effecting the termination, cancellation, release, relinquishment and discharge of its continuing security interest in and to all of the Collateral and the Grantee hereto authorizes and requests the USPTO to record this Release against the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee, without any representation or warranty, and without recourse to Grantee or any Secured Party, hereby (a) terminates the Trademark Security Agreement, (b) terminates, cancels, releases, relinquishes and discharges any and all security interests it has in and to all of the Collateral, including, without limitation, (i) the trademarks and trademark applications set forth on Schedule A and (ii) all goodwill of the business connected with the use of, and symbolized by, each trademark and trademark application set forth on Schedule A and (c) reassigns to the Grantor any and all such right, title and interest in and to the Collateral.

For the avoidance of doubt, nothing in this Release shall be deemed a representation or warranty with respect to the Collateral, the Grantor's or the Grantee's right, title or interest therein or thereto, or the release or reassignment granted herein, and neither the Grantor nor any other third party shall have any recourse against the Collateral Agent or any Secured Party, in any way in connection with the Collateral or this Release.

\* \* \* \* \*

*The remainder of this page is intentionally left blank.*

**IN WITNESS WHEREOF**, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**ABLECO FINANCE LLC**, as Collateral Agent

By: \_\_\_\_\_  
Name: Daniel Wolf  
Title: President

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Record Owner</b>
Sage Global Automotive (word)	US	77/791,997	7/29/2009			Sage Automotive Interiors, Inc.
Sage Automotive Interiors	US	77/791,975	7/29/2009	3,874,538	11/9/2010	Sage Automotive Interiors, Inc.
Sage Automotive Interiors (and Design)	US	77/833,819	9/24/2009	3,858,094	10/5/2010	Sage Automotive Interiors, Inc.
FXC	US	78/058,969	4/18/2001	2,641,092	10/22/2002	Sage Automotive Interiors, Inc.
FXC (and Design)	US	78/114,552	3/13/2002	2,750,289	8/12/2003	Sage Automotive Interiors, Inc.
Mezzio	US	78/073,829	7/13/2001	2,803,535	1/6/2004	Sage Automotive Interiors, Inc.
Mflex	US	75/383,246	11/3/1997	2,286,372	10/12/1999	Sage Automotive Interiors, Inc.
No stains, No smells, no worries	US	78/779,546	12/22/2005	3,240,743	8/7/2007	Sage Automotive Interiors, Inc.
No stains, no smells, no worries	US	78/779,526	12/22/2005	3,277,697	5/8/2007	Sage Automotive Interiors, Inc.
Preferred Suede	US	75/181,518	10/15/1996	2,104,460	10/7/1997	Sage Automotive Interiors, Inc.
Preferred Suede	US	78/405,387	4/21/2004	2,989,277	8/30/2005	Sage Automotive Interiors, Inc.
PS (and Design)	US	75/906,938	1/31/2000	2,499,063	10/16/2001	Sage Automotive Interiors, Inc.
Yes Essentials	US	78/390,038	3/24/2004	3,030,479	12/13/2005	Sage Automotive Interiors, Inc.

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Record Owner</b>
Yes Essentials	US	78/390,050	3/24/2004	3,061,093	2/21/2006	Sage Automotive Interiors, Inc.
Yes Essentials (and Design)	US	85/188,228	12/10/2010			Sage Automotive Interiors, Inc.