

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343543

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cerberus Business Finance, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Motorcar Parts of America, Inc.		
<b>Street Address:</b>	2929 California Street		
<b>City:</b>	Torrance		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90503		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78389961	MPA	
<b>Serial Number:</b>	73535558	MPA	
<b>Serial Number:</b>	85149870	PURE ENERGY	
<b>Serial Number:</b>	85129077	PURE ENERGY EXPECT MORE	
<b>Serial Number:</b>	78387825	QB QUALITY-BUILT	
<b>Serial Number:</b>	76603064	QUALITY BUILT TO LAST	
<b>Serial Number:</b>	76416964	QUALITY BUILT TO LAST	
<b>Serial Number:</b>	85423508	QUALITY BUILT TO LAST	
<b>Serial Number:</b>	78357272	SCP SUNCOAST AUTOMOTIVE PRODUCTS, INC	
<b>Serial Number:</b>	78113536	TALON	
<b>Serial Number:</b>	78111089	XTREME	
<b>Serial Number:</b>	77886801	XTREME HD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<i>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.</i>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		

CH \$315.00 78389961

**Address Line 1:** 919 Third Avenue  
**Address Line 2:** 22nd Floor  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 014951-1293

**NAME OF SUBMITTER:** Scott Kareff (014951-1293)

**SIGNATURE:** /kc for sk/

**DATE SIGNED:** 06/04/2015

**Total Attachments: 4**

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## **RELEASE OF TRADEMARK SECURITY AGREEMENT**

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of January 18, 2012 (the "Trademark Security Agreement"), Motorcar Parts of America, Inc. ("Releasee"), granted, to Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Releasor"), a continuing security interest in all right, title and interest of Releasee in, to and under the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"); and

WHEREAS, Releasee has requested and Releasor has agreed to provide this Release of Trademark Security Agreement to confirm the release, relinquishment and discharge of its continuing security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
2. Release of Security Interest. Releasor hereby releases to Releasee and releases to the Releasee on behalf of the Secured Parties, its continuing security interest in the Collateral.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Agreement to be duly executed as of June 3, 2015.



Cerberus Business Finance, LLC

By: 

Name: Daniel Wolf

Title: President

**SCHEDULE A**

<b><u>Trademark</u></b>	<b><u>Application and/or Registration No.</u></b>	<b><u>Filing and/or Registration Date</u></b>
MPA	Appln. No. 78/389,961 Reg. No. 2,935,178	Filed Mar. 24, 2004 Reg. Mar. 22, 2005
	Appln. No. 73/535,558 Reg. No. 1,368,671	Filed May 3, 1985 Reg. Nov. 5, 1985
PURE ENERGY	Appln. No. 85/149,870	Filed Oct. 11, 2010
PURE ENERGY EXPECT MORE	Appln. No. 85/129,077	Filed Sept. 14, 2010
	Appln. No. 78/387,825 Reg. No. 3,437,558	Filed Mar. 19, 2004 Reg. May 27, 2008
QUALITY BUILT TO LAST	Appln. No. 76/603,064 Reg. No. 2,934,658	Filed Jul. 19, 2004 Reg. Mar. 22, 2005
QUALITY BUILT TO LAST	Appln. No. 76/416,964 Reg. No. 2,717,341	Filed Jun. 7, 2002 Reg. May 20, 2003
QUALITY BUILT TO LAST	Appln. No. 85/423,508	Filed Sept. 15, 2011
SCP SUNCOAST AUTOMOTIVE PRODUCTS, INC.	Appln. No. 78/357,272 Reg. No. 2,939,922	Filed Jan. 26, 2004 Reg. Apr. 12, 2005
TALON	Appln. No. 78/113,536 Reg. No. 3,415,473	Filed Mar. 8, 2002 Reg. Apr. 22, 2008
XTREME	Appln. No. 78/111,089 Reg. No. 3,016,057	Filed Feb. 26, 2002 Reg. Nov. 15, 2005

XTREME HD	Appln. No. 77/886,801 Reg. No. 3,837,165	Filed Dec. 4, 2009 Reg. Aug. 24, 2010
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