

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343916

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NXT Capital, LLC, as Agent		06/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	1-800 Radiator & A/C		
<b>Street Address:</b>	4401 Park Road		
<b>City:</b>	Benicia		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94510		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3324638	1 800 RADIATOR	
<b>Registration Number:</b>	3662746	1-800-RADIADOR	
<b>Registration Number:</b>	3662745	1 800 RADIADOR	
<b>Registration Number:</b>	3439036	THE RADIATOR HOTLINE	
<b>Registration Number:</b>	3384922	WIZMO	
<b>Registration Number:</b>	4109074	AUTO PARTS TODAY	
<b>Registration Number:</b>	3505925	LLAME AL LÍDER	
<b>Registration Number:</b>	3334159	CALL ON THE LEADER	
<b>Registration Number:</b>	3337961	1-800-RADIATOR	
<b>Registration Number:</b>	3310529	1-800-RADIATOR	
<b>Registration Number:</b>	2638521	1-800-RADIATOR	
<b>Registration Number:</b>	1849670	THE RADIATOR HOTLINE	
<b>Registration Number:</b>	4474310	1-800 ALLPARTS	
<b>Registration Number:</b>	4395736	AUTO PARTS NOW	
<b>Registration Number:</b>	4504507	1-800-RADIATOR & A/C	
<b>Registration Number:</b>	4528319	1-800-RADIATOR & A/C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		

OP \$415.00 3324638

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:** 3128637267  
**Email:** jaclyn.digrande@goldbergkohn.com  
**Correspondent Name:** Jaclyn Di Grande - Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 E Monroe St., Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6492.117
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<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande
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<b>SIGNATURE:</b>	/jaclyn di grande/
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<b>DATE SIGNED:</b>	06/08/2015
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**Total Attachments: 5**

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source=Radiator - Trademark Release (Executed)#page5.tif

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is made as of this 8th day of June 2015, by NXT CAPITAL, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement) ("Agent"), in favor of 1-800 RADIATOR & A/C, a California corporation ("Company").

Reference is made to that certain Payoff Letter dated as of June 8, 2015 by and between Agent, Company and certain affiliates of Company (the "Payoff Letter").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Agent hereby, on behalf of itself and the Secured Parties (as defined in the Collateral Agreement), discharges, terminates, relinquishes and releases all of its liens on and security interests in and to the Trademark Collateral, including the trademarks listed on Schedule A attached hereto and made a part hereof together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark (as defined in the Collateral Agreement) and all products and proceeds of the foregoing, including without limitation, any claim by Company against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark. Such liens and security interests were established under and pursuant to that certain Trademark Security Agreement dated July 30, 2013 ("Trademark Security Agreement") executed by Company in favor of Agent and recorded with the United States Patent and Trademark Office on August 19, 2013 at Reel 5093/Frame 0292 and the Collateral Agreement. Capitalized terms used but not defined above have the meanings set out in the Trademark Security Agreement.

Agent hereby agrees to take all further actions, and provide to Company and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Company, at Company's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

Agent hereby authorizes Company or Company's authorized representative to (i) record this Release with the U.S. Patent and Trademark Office and (ii) otherwise record or file this Release in the applicable governmental office or agency.

This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

This Release and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of California.

[Signature Page Follows]

IN WITNESS HEREOF, Agent and Company have caused this Release to be duly executed by their duly authorized officers as of the day and year first above written.

NXT CAPITAL, LLC  
as Agent

By: *Daniel Green*  
Name: Daniel Green  
Title: Vice President

1-800 RADIATOR & A/C  
as Company

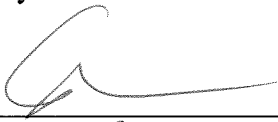
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS HEREOF, Agent and Company have caused this Release to be duly executed by their duly authorized officers as of the day and year first above written.

NXT CAPITAL, LLC  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

1-800 RADIATOR & A/C  
as Company

By:  \_\_\_\_\_  
Name:       Coke Mack        
Title:       COO

**SCHEDULE A****U.S. TRADEMARKS**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
1 800 RADIATOR	3324638	10/30/07
1-800-RADIADOR	3662746	8/4/09
1 800 RADIADOR	3662745	8/4/09
THE RADIATOR HOTLINE	3439036	6/3/08
WIZMO	3384922	2/19/08
AUTO PARTS TODAY	4109074	3/6/12
LLAME AL LIDER	3505925	9/23/08
CALL ON THE LEADER	3334159	11/13/07
1-800-RADIATOR	3337961	11/20/07
1-800-RADIATOR	3310529	10/16/07
1-800-RADIATOR	2638521	10/22/02
THE RADIATOR HOTLINE	1849670	8/9/94
1-800 ALLPARTS	4474310	1/28/14
AUTO PARTS NOW	4395736	9/3/13
1-800-RADIATOR & A/C	4504507	4/1/14
1-800-RADIATOR & A/C	4528319	5/13/14

**CANADA TRADEMARKS**

<b>MARK</b>	<b>NUMBER</b>	<b>DATE</b>
1-800-RADIATOR	TMA738006	4/15/09
1-800-RADIATOR	TMA703125	12/13/07
1-800-RADIATOR LOGO	TMA703695	12/21/07
1-800-RADIATEUR	TMA767274	5/19/10
1-800-RADIATEUR LOGO	TMA773892	8/6/10