

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		09/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Howard LLC		
Street Address:	3510-1 Port Jacksonville Parkway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32226		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3783508	ADVANTAGE ENGINE PARTS POWER UP!	
Registration Number:	2718172	RED POWER	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Ryan T. Rafferty, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	245081201		
NAME OF SUBMITTER:	Ryan T. Rafferty		
SIGNATURE:	/Ryan T. Rafferty/		
DATE SIGNED:	10/02/2015		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "Release"), dated as of September 30, 2015, is made by GENERAL ELECTRIC CAPITAL CORPORATION, as agent ("Agent"), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in pursuant to that certain Credit Agreement, dated as of January 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Chariot Acquisition, LLC (the "Borrower"), the other Credit Parties party thereto, the Lenders and L/C Issuers party thereto, Agent and the other agents and parties party thereto, the Lenders and the L/C Issuers made extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (as defined in the Guaranty and Security Agreement (as defined below)), has agreed, pursuant to the Guaranty and Security Agreement, dated as of January 13, 2012, in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations of the Borrower;

WHEREAS, in connection with the Credit Agreement and pursuant to the Guaranty and Security Agreement and each Trademark Security Agreement, Patent Security Agreement and Copyright Security Agreement described on Annex I hereto (collectively, the "**IP Security Agreements**"), the Grantors granted security interests in the Trademark Collateral, Patent Collateral and Copyright Collateral (as defined in the applicable IP Security Agreements) and all other intellectual property owned by such Grantors, including the intellectual property listed on Annex I hereto (collectively, the "**Intellectual Property Collateral**");

WHEREAS, the IP Security Agreements were recorded in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, on the dates and on the reels and frames or in the volumes, as applicable, set forth on Annex I hereto; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Intellectual Property Collateral.

NOW THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the Guaranty and Security Agreement and the IP Security Agreements (other than contingent indemnity obligations for which no claim has been asserted), the receipt and adequacy of which is hereby acknowledged, Agent hereby **TERMINATES AND RELEASES**, without representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and Agent hereby reassigns any and all such right, title and interest (if any) that Agent may have in the Intellectual Property Collateral to the Grantors, respectively.

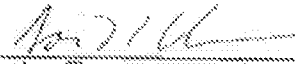
Agent agrees, at the Grantors' expense, to cooperate with the Grantors and to provide the Grantors with the information and additional authorization reasonably required or desirable to effect or evidence the release of Agent's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has executed this Release as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as
Agent

By: 
Name: James Angelo
Title: Duty Authorized Signatory

[Signature Page to Release of Security Interest in Intellectual Property Collateral]

TRADEMARK
REEL: 005636 FRAME: 0739

ANNEX I

The Trademark Security Agreement dated as of March 4, 2013, by HOWARD, LLC in favor of Agent, which was recorded with the United States Patent and Trademark Office (the "USPTO") on March 8, 2013 at Reel 004978, Frame 0305 and covering the following trademarks:

Grantor	Serial No.	Reg. No.	Mark	Registration Date
Howard, LLC	77-708,780	3,783,508	Advantage Engine Parts	May 4, 2010
Howard, LLC	78-095,271	2,718,172	Red Power	May 20, 2003