

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Agreement for Patents and Trademarks and Conditional Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		09/20/2013	Banking Corporation: OHIO
RECEIVING PARTY DATA			
Name:	SCT Performance, LLC		
Street Address:	4150 Church Street		
Internal Address:	Suite 1024		
City:	Sanford		
State/Country:	FLORIDA		
Postal Code:	32771		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3686789	ECONOMIZER	
Registration Number:	4039756	ITSX	
Registration Number:	3664395	LESS FUEL! MORE POWER!	
Registration Number:	3371568	LIVEWIRE	
Registration Number:	3394060	LIVEWIRE	
Registration Number:	3439748	MORE POWER! LESS FUEL!	
Registration Number:	3467695	POWER FLASH	
Registration Number:	3497658	SCT	
Registration Number:	3664394	SCT ECONOMIZER	
Registration Number:	3901416	SCTFLASH	
Registration Number:	3467694	SF3	
Registration Number:	3981323	THE TUNING BRAND YOU CAN TRUST	
Registration Number:	3706656	TOUCH SCREEN XTREME	
Registration Number:	3632383	X3	
Registration Number:	3513437	X3 POWER FLASH	
Registration Number:	3497659	SCT	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$415.00 3686789

Fax Number: 3126095005

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: 312-609-7814

Email: amichalec@vedderprice.com

Correspondent Name: Anita Michalec

Address Line 1: 222 N. LaSalle St.

Address Line 2: 25th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40312000044
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NAME OF SUBMITTER:	Anita Michalec
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SIGNATURE:	/Anita Michalec/
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DATE SIGNED:	10/08/2015
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Total Attachments: 2

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**TERMINATION AND RELEASE OF
SECURITY AGREEMENT FOR PATENTS AND
TRADEMARKS AND CONDITIONAL ASSIGNMENT**

THIS **TERMINATION AND RELEASE OF SECURITY AGREEMENT FOR PATENTS AND TRADEMARKS AND CONDITIONAL ASSIGNMENT** (this “Release”) dated as of the 20th day of September, 2013 by and among **FIFTH THIRD BANK**, an Ohio banking corporation (“Bank”) and **SCT PERFORMANCE, LLC**, a North Carolina limited liability company, formerly known as SCT Acquisition, LLC (the “Borrower”).

RECITALS

A. On or about June 30, 2011, Bank and the Borrower entered into that certain Security Agreement for Patents and Trademarks and Conditional Assignment which was recorded with the U.S. Patent and Trademark Office (the “USPTO”) on July 14, 2011 as Reel/Frame 004602/0252 (the “Security Agreement”).

B. The Obligations (as defined in the Security Agreement) have been fully satisfied and the parties desire to terminate the Security Agreement and Bank has agreed to release the security interest in and to the Collateral.


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Release and Termination of Security Agreement. The Security Agreement is hereby terminated. Bank further hereby terminates and releases its security interest in and to the Collateral, and the Bank hereby assigns and transfers to the Borrower, without representation, warranty or recourse of any kind or nature, all of the Bank’s right, title and interest in and to the Collateral (as defined in the Security Agreement). The Borrower hereby acknowledges and accepts the foregoing release and assignment by the Bank.
2. Authorization. Bank hereby authorizes the Borrower, at the expense of the Borrower, to file this Release in the applicable filing and recording offices to effect a complete release of the Collateral.
3. Governing Law. This Release will be governed by and construed in accordance with the laws of the State of New York, applicable to contracts to be made and wholly performed within such state.
4. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one and the same instrument.

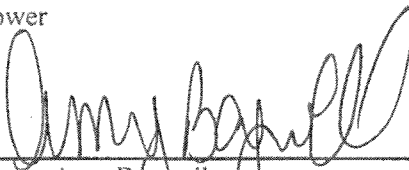
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed as of the day and year first written above.

FIFTH THIRD BANK,
as Bank

By: 
Name: Brent Hughes
Title: VP

SCT PERFORMANCE, LLC
As Borrower

By: 
Name: Amy Bagwell
Title: Treasurer and Vice President

SCHEDULE OF TRADEMARKS

Trademark	Reg. Number	Registration Date
	3686789	Sep. 22, 2009
ITSX	4039756	Oct. 11, 2011
LESS FUEL! MORE POWER!	3664395	Aug. 04, 2009
LIVEWIRE	3371568	Jan. 22, 2008
	3394060	Mar. 11, 2008
MORE POWER! LESS FUEL!	3439748	Jun. 03, 2008
POWER FLASH	3467695	Jul. 15, 2008
SCT	3497658	Sep. 09, 2008
SCT ECONOMIZER	3664394	Aug. 04, 2009
SCTFLASH	3901416	Jan. 04, 2011
SF3	3467694	Jul. 15, 2008
THE TUNING BRAND YOU CAN TRUST	3981323	Jun. 21, 2011
TOUCH SCREEN XTREME	3706656	Nov. 03, 2009
X3	3632383	Jun. 02, 2009
X3 POWER FLASH	3513437	Oct. 07, 2008
	3497659	Sep. 09, 2008
TRACTOR BOOST	3641401	Jun. 16, 2009
SCT FLEET SOLUTIONS	4011251	Aug. 16, 2011