

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM372218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		02/04/2016	Banking Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	Arc Automotive, Inc.		
Street Address:	1611 Third Creek Road		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37921		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2091759	ARCAIR	
Serial Number:	86149528	CAP-CON	
Serial Number:	86149553	CAP-CON AUTOMOTIVE TECHNOLOGIES INC.	
Serial Number:	86149513	CAP-CON AUTOMOTIVE TECHNOLOGIES INC.	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<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:	312-701-8623		
Email:	rassmus@mayerbrown.com, msherlock@mayerbrown.com		
Correspondent Name:	Richard Assmus		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	15471960		
NAME OF SUBMITTER:	Richard M. Assmus		
SIGNATURE:	/RMA/		
DATE SIGNED:	02/05/2016		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the “Release”) is made as of February 4, 2016, by **BNP PARIBAS**, as collateral agent for the Secured Parties (as defined in the Trademark Security Agreement referred to herein) and having a business address at 787 Seventh Avenue, New York, New York 10019 (the “Collateral Agent”) in favor of **ARC AUTOMOTIVE, INC.**, a Delaware corporation, having a business address at 1611 Third Creek Road, Knoxville, TN 37921 (the “Grantor”).

W I T N E S S E T H

WHEREAS, the Collateral Agent and the Grantor are parties to that certain Guarantee and Collateral Agreement dated as of October 10, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor executed and delivered that certain Trademark Security Agreement, dated as of October 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), wherein Grantor granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the registered U.S. trademarks and applications identified on Schedule A attached hereto together with the goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on October 10, 2014 at Reel 5378, Frame 0891;

WHEREAS, the Grantor has satisfied the terms of the Guarantee and Collateral Agreement and the Trademark Security Agreement and requests a full discharge and release of all security interests granted against the Trademarks; and

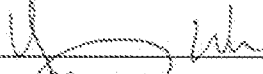
WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to grant to the Grantor a full discharge and release of all security interests granted against the Trademarks.


NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Trademark Security Agreement and absolutely, unconditionally and irrevocably terminate, cancel release and discharge, for the benefit of Grantor and its successors and assigns, the entirety of the security interest in and continuing lien on the Trademarks, , and further agrees that it shall execute all other documents and do all other acts requested in writing by the Grantor and reasonably necessary to relinquish, confirm, effectuate or record this Release and the Grantor’s right, title and interest in and to the Trademarks. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademarks.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

BNP PARIBAS, as Collateral Agent

By: 
Name: Yung Yiu
Title: Vice President

By: 
Name: Charles Romano
Title: Director


[Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005725 FRAME: 0514

SCHEDULE A**TRADEMARKS:**

Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
United States	ARCAIR	74659310	4/11/1995	2091759	8/26/1997
United Kingdom	ARCAIR	2061364	3/15/1996	2061364	11/1/1996
Mexico	ARCAIR	261445	5/2/1996	523846	6/13/1996
Japan	ARCAIR	H08-028314	3/14/1996	4218192	12/4/1998
Italy	ARCAIR	748349	3/9/2006	1203701	6/30/2009
Germany	ARCAIR	39614051.3	3/21/1996	396-14051	9/3/1996
France	ARCAIR	96615987	3/15/1996	96615987	3/17/1996
Canada	ARCAIR	080706800	3/14/1996	TMA501526	9/30/1998
Austria	ARCAIR	1746/96	3/19/1996	165350	7/19/1996

TRADEMARK APPLICATIONS:

Country	Trademark	Application No.	Filing Date
United States	CAP-CON	86149528	12/20/13
United States		86149553	12/20/13
United States	CAP-CON AUTOMOTIVE TECHNOLOGIES INC.	86149513	12/20/13