

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396418

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Grant of Security Interest in Trademark and Patent Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Administrative Agent		08/24/2016	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	A.R.E. Accessories, LLC
Street Address:	400 Nave Road, S.E., P.O. Box 1100
City:	Massillon
State/Country:	OHIO
Postal Code:	44648
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3532122	ARE
Registration Number:	3532123	A ARE
Registration Number:	3156486	
Registration Number:	3248315	THE TOP LINE FOR YOUR TRUCK
Registration Number:	3057834	A.R.E.
Registration Number:	3143510	LSX SERIES
Registration Number:	3079181	LSII SERIES
Registration Number:	3073224	Z SERIES
Registration Number:	3084940	MX SERIES
Registration Number:	3073226	CX SERIES

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera

Address Line 1: One Federal Street

OP \$265.00 3532122

Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	08/25/2016

Total Attachments: 7

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**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST
IN TRADEMARK AND PATENT RIGHTS**

THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS (this "Termination"), is dated as of August 24, 2016 and made by **ARES CAPITAL CORPORATION**, a Maryland corporation, as Administrative Agent ("Grantee"), located at 245 Park Avenue, 44th Floor, New York, NY 10167 to **A.R.E. ACCESSORIES, LLC**, a Delaware limited liability company ("Grantor"), located at 400 Nave Road, S.E., P.O. Box 1100, Massillon, Ohio 44648.

WHEREAS, pursuant to that certain (i) Trademark Security Agreement, dated as of June 12, 2015, made by the Grantor in favor of the Grantee (the "Trademark Security Agreement") and (ii) Patent Security Agreement, dated as of June 12, 2015, made by the Grantor in favor of the Grantee (the "Patent Security Agreement") and, together with the Trademark Security Agreement, the "Security Agreements"; defined terms used herein without definition shall have the meanings assigned to them in the Security Agreements), a security interest was granted by the Grantor to the Grantee in certain collateral, including the Trademarks and the Patents (as hereinafter defined);

WHEREAS, (i) the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 12, 2015, at Reel 5551 and Frame 0933 and (ii) the Patent Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on June 12, 2015, at Reel 035899 and Frame 0250;

WHEREAS, the Obligations under the Loan Agreement have been indefeasibly satisfied in full, the Grantee's obligation to make Credit Extensions under the Loan Agreement have terminated, and Grantee now desires to terminate and release the Security Agreements;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:


1. Definitions. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto. The term "Patents," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the patents listed on Schedule B hereto.

2. Release of Security Interest. Grantee hereby terminates the Security Agreements and terminates, releases and discharges its security interest in the Trademarks and the Patents and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademarks and the Patents.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

ARES CAPITAL CORPORATION,
as Administrative Agent and Grantee

By: 
Name: Ian Fitzgerald
Title: Authorized Signatory

[Signature Page to Termination and Release Of Grant Of Security Interest
In Trademark and Patent Rights (A.R.E. Accessories, LLC)]

TRADEMARK
REEL: 005864 FRAME: 0582

SCHEDULE A

TRADEMARKS

(see attached)

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
ARE	US	3,532,122	11/11/2008	Active
A ARE	US	3,532,123	11/11/2008	Active
Design Only	US	3,156,486	10/17/2006	Active
THE TOP LINE FOR YOUR TRUCK	US	3,248,315	5/29/2007	Active
A.R.E.	US	3,057,834	2/7/2006	Active
LSX SERIES	US	3,143,510	9/12/2006	Active
LSII SERIES	US	3,079,181	4/11/2006	Active
Z SERIES	US	3,073,224	3/28/2006	Active
MX SERIES	US	3,084,940	4/25/2006	Active
CS SERIES	US	3,073,226	3/28/2006	Active
ARE & DESIGN	Canada	765,068		
ARE DESIGN	Canada	764,745		
Parallelogram Design	Canada	680,679		
A.R.E.	Canada	682,437		
Design Only	Mexico	933,884		
Design Only	Mexico	736,465		
ARE and DESIGN	Mexico	895,647		
A ARE	Mexico	895,617		

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

SCHEDULE B

PATENTS

(see attached)

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Patent	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
TONNEAU COVER HINGE	US	7,264,297	9/4/2007	Active
CLAMP ASSEMBLY	US	7,407,141	8/5/2008	Active
CLAMP ASSEMBLY	US	7,913,965	3/29/2011	Active
TRUCK CAP ASSEMBLY	US	(29/498,516)	(8/5/2014)	Active
TRUCK CAP ASSEMBLY	US	(14/451,955)	(8/5/2014)	Active
TRUCK CAP WITH HEAVY DUTY MOUNTING RACK	US	(14/602,325)	(1/22/2015)	Active
DUAL ACTION TRUCK BED COVER	US	(62/137,907)	(3/25/2015)	Active

2. PATENT APPLICATIONS

None.

3. IP LICENSES

None.

ACTIVE/82607920.2