85114462

ETAS ID: TM404599

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Wells Fargo Capital Finance, LLC	FORMERLY Wachovia Capital Finance Corporation (Central)	10/28/2016	Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Name:	JAC Products, Inc.		
Street Address:	225 South Industrial Drive		
City:	Saline		
State/Country:	MICHIGAN		
Postal Code:	48176		
Entity Type:	Corporation: MICHIGAN		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85114462	JAC-RACK
Registration Number:	2673831	JAC PRODUCTS
Registration Number:	1148853	FOUR SEASONS LUGGAGE CARRIER

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson Address Line 1: 300 N LaSalle Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	23620-2-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	11/06/2016

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of October 28, 2016 is made by WELLS FARGO CAPITAL FINANCE, LLC, successor by merger to Wachovia Capital Finance Corporation (Central), a Delaware limited liability company (referred to herein as the "Lender"), in favor of JAC PRODUCTS, INC., a Michigan corporation (the "Grantor"), pursuant to the Second Amended and Restated Loan and Security Agreement, dated as of September 26, 2014, as amended by Amendment No. 1 to Second Amended and Restated Loan and Security Agreement, dated as of October 30, 2014 (and as the same may be further amended or modified from time to time, the "Credit Agreement") among the Borrowers party thereto, the Lender and the other parties from time to time party thereto.

WITNESSETH:

WHEREAS, Grantor granted a continuing security interest in and general lien upon, and a conditional assignment of, certain trademarks and related rights to Lender, as set forth in the Credit Agreement and the Trademark Collateral Assignment and Security Agreement, dated as of December 16, 2009 (the "Original Trademark Security Agreement"), as amended by Amendment No. 1 to Trademark Collateral Assignment and Security Agreement, dated as of December 20, 2010 ("Amendment No. 1"), by and between Grantor and Lender (the Original Trademark Security Agreement and Amendment No. 1, together and as heretofore further amended, modified or supplemented, the "<u>Trademark Security Agreement</u>");

WHEREAS, an executed copy of the Original Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 18, 2009 at Reel 004123, Frame 0534;

WHEREAS, an executed copy of Amendment No. 1 was recorded in the United States Patent and Trademark Office on March 30, 2011 at Reel 004519, Frame 0839;

WHEREAS, Grantor has requested that Lender release the continuing security interest in and general lien upon, and reassign to Grantor its right, title, and interest in, the Collateral (as defined in the Trademark Security Agreement), including but not limited to the trademark registrations and trademark applications more fully identified in Exhibit A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby; and

WHEREAS, Lender has duly authorized the execution, delivery and performance of this Release.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Lender agrees as follows:

1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Trademark Security Agreement, as

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applicable (it being understood that, unless otherwise provided, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Credit Agreement).

- 2. Release of Security Interest. The Lender does hereby release its continuing security interest in, and general lien upon and, conditional assignment of, the Collateral and reassign to Grantor all of Lender's right, title, and interest in and to such Collateral, including but not limited to the trademark registrations and trademark applications more fully identified in Exhibit A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind.
- 3. <u>Termination of Power of Attorney</u>. The Lender does hereby agree that any power of attorney or similar rights granted by Grantor to Lender pursuant to or in connection with the Trademark Security Agreement is terminated.
- 4. <u>Purpose</u>. The Lender does hereby authorize and request that the United States Patent and Trademark Office note and record the existence of the release hereby given.

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IN WITNESS WHEREOF, Lender has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer as of the date first written above.

> WELLS FARGO CAPITAL FINANCE, LLC,

as Lender

By:

Name:

Title:

[Signature Page to Release of Trademarks (JAC)]

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademarks and Trademark Applications

Country	Trademark	Owner	Status	Application/Registration Number	Application/Registration Date
Argentina	RACK MASTER	JAC Products, Inc.	Registered	1631526	04/30/1997
Argentina	FOUR SEASONS	JAC Products, Inc.	Registered	2204589	12/19/2007
Brazil	FOUR SEASONS	JAC Products, Inc.	Registered	819228087	12/02/2003
Canada	FOUR SEASONS	JAC Products, Inc.	Registered	TMA253213	11/28/1995
Mexico	ROCK MASTER	JAC Products, Inc.	Unknown	421387	06/16/1989
Mexico	FOUR SEASONS	JAC Products, Inc.	Expired	363425	06/16/1989
Turkey	jac products	JAC Products, Inc.	Registered	211276	05/28/1999
United States	JAC-RACK	JAC-Rack, Inc.	Pending	85/114462	08/24/2010
United States	JAC Products And Design	JAC Products, Inc.	Registered	2673831	01/14/2003
United States	FOUR SEASONS LUGGAGE CARRIER	JAC Products, Inc.	Registered	1148853	03/24/1981

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RECORDED: 11/06/2016