

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428331

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS AT REEL/FRAME NO. 5557/0709

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACAS, LLC (F/K/A AMERICAN CAPITAL, LTD.)		04/21/2017	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	A.R.E. ACCESSORIES LLC
<b>Street Address:</b>	400 NAVE ROAD, S.E.
<b>Internal Address:</b>	PO BOX 1110
<b>City:</b>	MASSILLON
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44648
<b>Entity Type:</b>	Corporation: OHIO

## 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:	3416510	DISTINCT AUDIO
Registration Number:	3079181	LSII SERIES
Registration Number:	3073224	Z SERIES
Registration Number:	3084940	MX SERIES
Registration Number:	3073226	CX SERIES

## CORRESPONDENCE DATA

Fax Number: 7147558290

*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: 7147558290

Email: kristin.azcona@lw.com, IPDOCKET@LW.COM

Correspondent Name: LATHAM &amp; WATKINS LLP

OP \$265.00 3532122

**Address Line 1:** 650 Town Center Drive, Suite 2000  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:** 038507-0595

**NAME OF SUBMITTER:** KRISTIN J AZCONA

**SIGNATURE:** /KJA/

**DATE SIGNED:** 05/20/2017

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF  
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS**

SECOND LIEN TERMINATION AND RELEASE dated as of April 21, 2017, from ACAS, LLC (F/K/A AMERICAN CAPITAL, LTD.), as administrative agent (the "Administrative Agent") to A.R.E. ACCESSORIES, LLC ("Grantor"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Trademark Security Agreement or, if not defined therein, then in the Security Agreement (each as defined below).

WITNESSETH:

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of July 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among TA THI Holdings, Inc., Tectum Holdings, Inc., the Grantor, the other Grantors party thereto and Administrative Agent, the Grantor was required to execute and deliver that certain Trademark Security Agreement dated as of June 22, 2015, among Administrative Agent and the Grantor (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, mortgaged, pledged and hypothecated to Administrative Agent for the benefit of the Secured Parties, and granted to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (collectively, the "Trademark Collateral"):

- m) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;
- n) all renewals and extensions of the foregoing;
- o) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- p) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 22, 2015 at Reel 5557 and Frame 0709.

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its Lien on and security interest in the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to the Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Administrative Agent hereby terminates, releases and discharges, without recourse, representation or warranty, all of its Lien on and security interest in the Grantor's Trademark Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in, to or under such Trademark Collateral (without recourse, warranty or representation of any kind), and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Lien and security interest contemplated hereby. The Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to record this Termination and Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency in order to memorialize the release of the Lien and security interest of the Administrative Agent in the Trademark Collateral.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ACAS, LLC (F/K/A AMERICAN CAPITAL, LTD.)

By: Michael L. Smith  
Name: \_\_\_\_\_  
Title: Michael L. Smith  
Authorized Signatory

**SCHEDULE A  
Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Status</b>
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		