

900407648 05/30/2017

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM429196

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MEDLEY OPPORTUNITY FUND II LP		05/25/2017	Corporation: DELAWARE Limited Partnership

**RECEIVING PARTY DATA**

<b>Name:</b>	AUL, L.L.C.
<b>Street Address:</b>	1000 Main Street, 2nd Floor
<b>City:</b>	Napa
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94559
<b>Entity Type:</b>	Corporation: NEVADA
<b>Name:</b>	<del>MEDLEY OPPORTUNITY FUND II LP</del>
<b>Street Address:</b>	<del>375 Park Avenue, Suite 3304</del>
<b>City:</b>	<del>New York</del>
<b>State/Country:</b>	<del>NEW YORK</del>
<b>Postal Code:</b>	<del>10152</del>
<b>Entity Type:</b>	<del>Corporation: DELAWARE</del>
<b>Name:</b>	AUL, L.L.C.
<b>Street Address:</b>	<del>1000 Main St., 2nd Floor</del>
<b>City:</b>	<del>Napa</del>
<b>State/Country:</b>	<del>CALIFORNIA</del>
<b>Postal Code:</b>	<del>94559</del>
<b>Entity Type:</b>	<del>Limited Liability Company: NEVADA</del>

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OP \$340.00 4185599

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	4185599	1 MILLION CONTRACTS AUL ADMINISTRATORS S
Registration Number:	3743365	ANY MAKE ANY MODEL
Registration Number:	3041309	ANY YEAR ANY MILEAGE
Registration Number:	1902997	ANY YEAR AND ANY MILEAGE
Registration Number:	1903002	AUL
Registration Number:	2499529	AUL ADMINISTRATORS
Registration Number:	4097163	AUL LIFETIME WARRANTY

Property Type	Number	Word Mark
Registration Number:	4207450	AUL LIFETIME WARRANTY
Registration Number:	3402628	FACTORY SIDEKICK
Registration Number:	3149985	IT'S WHAT WE DO
Registration Number:	3314633	PEARL
Registration Number:	2468961	THE ORIGINAL ANY YEAR ANY MILEAGE #1 SER
Registration Number:	2389758	THE ORIGINAL ANY YEAR AND ANY MILEAGE #1

**CORRESPONDENCE DATA**

Fax Number: 4153917124

*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: 4153540100

Email: sspangler@siskindboyd.com

Correspondent Name: Stephanie Spangler

Address Line 1: Four Embarcadero Center, 39th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Stephanie Spangler
SIGNATURE:	/Stephanie Spangler/
DATE SIGNED:	05/26/2017

**Total Attachments: 3**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release"), dated as of May 25, 2017 ("Effective Date"), is made by MEDLEY OPPORTUNITY FUND II LP, a Delaware limited partnership, located at 375 Park Avenue, Suite 3304, New York, NY 10152, as agent for the Secured Parties ("Assignor"), in favor of AUL, L.L.C., a Nevada limited liability company with offices located at 1000 Main St, 2nd Floor, Napa, California 94559 ("Assignee").

WHEREAS, the Assignee and the Assignor are parties to (i) the Pledge and Security Agreement, dated as of March 30, 2012 ("Security Agreement") and (ii) the Trademark Security Agreement, dated as of March 30, 2012 ("Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Assignee granted to the Assignor for the benefit of the Secured Parties a security interest and continuing lien on all of the Assignee's rights, title and interest in, to and under the Trademark Collateral, which includes trademark registrations listed in Schedule I attached hereto, as set forth in Section 2 of the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office under the registrations listed on Schedule I on March 30, 2012, at Reel 4748, Frame 0976; and

WHEREAS, the Assignee has fulfilled all obligations under the Security Agreement and desires that the Assignor terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademark Collateral.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Security Agreement and Trademark Security Agreement.

**SECTION 2. Termination and Release.** The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its security interest and continuing lien on all of the Assignee's right, title and interest in, to and under the Trademark Collateral, including the trademarks listed on Schedule I, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

**SECTION 3. Recordation.** The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to record this Release with the United States Patent and Trademark Office.

**SECTION 4. Further Assurances.** The Assignor hereby agrees to duly execute and deliver to the Assignee any further documents and to do such other acts that the Assignee (or its agents or

designees) reasonably requests, at the Assignee's sole cost and expense, in order to confirm this Release and the Assignee's right, title and interest in the Trademark Collateral.

**SECTION 5. Governing Law.** THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

**SECTION 6. Counterparts.** This Release may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Release shall be effective if delivered by mail or e-mail.

**IN WITNESS WHEREOF**, the Assignor has caused this Release to be executed and delivered by its duly authorized officers as of the Effective Date.

MEDLEY OPPORTUNITY FUND II LP, a  
Delaware limited partnership,

By: MOF II Management LLC, a Delaware  
limited liability company, its investment  
manager

By:  \_\_\_\_\_

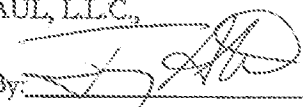
Name: Richard T. Allorto, Jr.

Title: Chief Financial Officer

ACCEPTED AND AGREED

As of the Effective Date:

AUL, LLC,

By:  \_\_\_\_\_

Name: Jimmy Atkinson

Title: COO

**SCHEDULE I  
TO  
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

<u>Debtor/ Grantor</u>	<u>Trademarks</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>
AUL, L.L.C.	MILLION CONTRACTS	U.S.	8/7/2012	Registered	4185599
AUL, L.L.C.	ANY MAKE ANY MODEL	U.S.	1/26/2010	Registered	3743365
AUL, L.L.C.	ANY YEAR ANY MILEAGE	U.S.	1/10/2006	Registered	3041309
AUL, L.L.C.	ANY YEAR AND ANY MILEAGE	U.S.	07/04/1995	Registered	1902997
AUL, L.L.C.	AUL	U.S.	07/04/1995	Registered	1903002
AUL, L.L.C.	AUL ADMINISTRATORS & Design	U.S.	10/23/2001	Registered	2499529
AUL, L.L.C.	AUL LIFETIME WARRANTY	U.S.	02/07/2012	Registered	4097163
AUL, L.L.C.	AUL LIFETIME WARRANTY & Design	U.S.	9/11/2012	Registered	4207450
AUL, L.L.C.	FACTORY SIDEKICK	U.S.	03/25/2008	Registered	3402628
AUL, L.L.C.	IT'S WHAT WE DO	U.S.	09/26/2006	Registered	3149985
AUL, L.L.C.	PEARL	U.S.	10/16/2007	Registered	3314633
AUL, L.L.C.	THE ORIGINAL ANY YEAR ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA	U.S.	07/17/2001	Registered	2468961
AUL, L.L.C.	THE ORIGINAL ANY YEAR AND ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA	U.S.	09/26/2000	Registered	2389758