

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCF NATIONAL BANK		10/25/2018	National Banking Association:
RECEIVING PARTY DATA			
Name:	MEP READYLIFT HOLDINGS, LLC		
Street Address:	5347 S. VALENTIA WAY		
City:	GREENWOOD VILLAGE		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	MEP READYLIFT, LLC		
Street Address:	5347 S. VALENTIA WAY		
City:	GREENWOOD VILLAGE		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	READYLIFT SUSPENSION, INC.		
Street Address:	5347 S. VALENTIA WAY		
City:	GREENWOOD VILLAGE		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Corporation: NEVADA		
Name:	READYLIFT.COM, INC.		
Street Address:	5347 S. VALENTIA WAY		
City:	GREENWOOD VILLAGE		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4343255	DON'T JUST LIFT IT...READYLIFT IT	

CH \$115.00 4343255

Property Type	Number	Word Mark
Registration Number:	3889875	SST
Registration Number:	3269437	READYLIFT
Serial Number:	85912308	NOT JUST SUSPENSION . . . PERFORMANCE SU

CORRESPONDENCE DATA

Fax Number: 3122691747

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: 3122698000

Email: marden@nge.com, patents@nge.com

Correspondent Name: NEAL, GERBER & EISENBERG LLP

Address Line 1: TWO NORTH LASALLE STREET, SUITE 1700

Address Line 4: CHICAGO, ILLINOIS 60602

ATTORNEY DOCKET NUMBER: 028268-0060

NAME OF SUBMITTER: THOMAS C. McDONOUGH

SIGNATURE: /THOMAS C. McDONOUGH/

DATE SIGNED: 12/11/2018

Total Attachments: 9

source=28B. Termination and Release of Security Interests in IP - MEP Entities#page1.tif

source=28B. Termination and Release of Security Interests in IP - MEP Entities#page2.tif

source=28B. Termination and Release of Security Interests in IP - MEP Entities#page3.tif

source=28B. Termination and Release of Security Interests in IP - MEP Entities#page4.tif

source=28B. Termination and Release of Security Interests in IP - MEP Entities#page5.tif

source=28B. Termination and Release of Security Interests in IP - MEP Entities#page6.tif

source=28B. Termination and Release of Security Interests in IP - MEP Entities#page7.tif

source=28B. Termination and Release of Security Interests in IP - MEP Entities#page8.tif

source=28B. Termination and Release of Security Interests in IP - MEP Entities#page9.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS,
COPYRIGHTS, LICENSES, AND TRADEMARKS AND REVOCATION OF SPECIAL
POWER OF ATTORNEY**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS, COPYRIGHTS, LICENSES, AND TRADEMARKS (this "Release") and REVOCATION OF SPECIAL POWER OF ATTORNEY is made as of October 25, 2018 in favor of MEP ReadyLift Holdings, LLC, a Delaware limited liability company ("Holdings"), MEP ReadyLift, LLC, a Delaware limited liability company ("MEP"), ReadyLift Suspension, Inc., a Nevada corporation (the "Company"), ReadyLift.com, Inc., a Nevada corporation ("RLC"), Poncher Automotive Group, a California corporation ("PAG"), and ReadyLift, Inc., a California corporation ("RLI"); Holdings, MEP, the Company, RLC, PAG and RLI are referred to herein, collectively, as "Grantors" and, individually, as a "Grantor", by TCF National Bank ("Lender").

WHEREAS, PAG and RLI have dissolved pursuant to Certificates of Dissolution filed with the Secretary of State of California on May 29, 2015 and March 27, 2015 respectively.

WHEREAS, pursuant to the terms and conditions of that certain Patent, Copyright, License and Trademark Security Agreement, dated as of January 30, 2015 executed by Grantors in favor of Lender (the "Security Agreement"), each Grantor granted to Lender a security interest in all of such Grantor's right, title and interest in and to the certain patents, copyrights, licenses, and trademarks as set forth in Schedules 1-5 (the "Intellectual Property").

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on February 25, 2015 at Reel/Frame 035023/0691 (for the patents) and 5465/0771 (for the trademarks).

WHEREAS, Lender wishes to release its security interest in the Intellectual Property and reassign to each Grantor all of Lender's right, title and interest in and to the Intellectual Property of such Grantor.

WHEREAS, the Security Agreement included a Special Power of Attorney to Lender and Grantors now wish to revoke the Special Power of Attorney.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Lender agrees as follows:

1. Release of Security Agreement. Lender hereby terminates the Security Agreement and hereby terminates, cancels and releases any security interest it may have under the Security Agreement and reassigns to each Grantor any rights it may have under the Security Agreement, including in: (a) the patents as set forth in Schedule 1, (b) the copyrights as set forth in Schedule 2, (c) the patent and copyright license agreements as set forth in Schedule 3, (d) the trademarks as set forth in Schedule 4, and (e) the trademark license agreements as set forth in Schedule 5.

2. Revocation of Special Power of Attorney. Grantors hereby revoke the Special Power of Attorney set forth in the Security Agreement. Lender hereby acknowledges


receipt of payment in full of all liabilities and obligations of the Grantors under the Credit Agreement dated January 30, 2015 (as amended, modified, supplemented or restated from time to time).

3. Lender shall take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release. Each Grantor is hereby authorized to file and record this Release with the appropriate governmental agency or authority as evidence of the release of security interest granted hereunder.

* * * * *

IN WITNESS WHEREOF, Lender has caused this Termination and Release of Security Interest and Revocation of the Special Power of Attorney to be executed by its duly authorized representative as of the date first written above.

TCF NATIONAL BANK

By: 
Name: Nick O'Brien
Title: Assistant Vice President

The undersigned accepts and agrees to the forgoing Termination and Release of Security Interest and Revocation of the Special Power of Attorney as of the date first written above.

MEP READYLIFT HOLDINGS, LLC

By: _____
Name: _____
Title: _____

MEP READYLIFT, LLC

By: _____
Name: _____
Title: _____

READYLIFT SUSPENSION, INC.

By: _____
Name: _____
Title: _____

READYLIFT.COM, INC.

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Lender has caused this Termination and Release of Security Interest and Revocation of the Special Power of Attorney to be executed by its duly authorized representative as of the date first written above.

TCF NATIONAL BANK


By: _____
Name: Nick O'Brien
Title: Assistant Vice President

The undersigned accepts and agrees to the forgoing Termination and Release of Security Interest and Revocation of the Special Power of Attorney as of the date first written above.


MEP READYLIFT HOLDINGS, LLC

By:  _____
Name: Mark Danzi
Title: Vice President

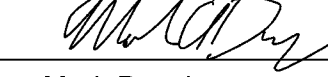
MEP READYLIFT, LLC

By:  _____
Name: Mark Danzi
Title: Vice President

READYLIFT SUSPENSION, INC.

By:  _____
Name: Mark Danzi
Title: Vice President

READYLIET.COM, INC.

By:  _____
Name: Mark Danzi
Title: Vice President

SCHEDULE 1

PATENTS

1. Adjustable Strut Spacer (U.S. Patent Application No. 12/135,696) filed on June 9, 2008, U.S. Patent 7,665,743, issued on February 23, 2010 with Scott E. Poncher, Cordell E. Bauer, and Steven A. Dringenberg, as inventors.
2. Suspension Strut Extension and Angle Correction Device patent (U.S. Application Nos. 61/899,766 and 14/532,783) filed on November 4, 2013 and November 4, 2014, respectively, LG 552168).
3. Rack & Pinion Steering Correction and Support Device and Methods of Making and Using the Same patent (U.S. Provisional Patent Application No. 61/899,752) filed on November 4, 2013, LG 552169.
 - (Docket Number 558596), with Jeffery Allen Yoder and Scott Evan Poncher as inventors.
 - (Docket Number 552825), with Jeffery Allen Yoder and Scott Evan Poncher as inventors.
 - (Docket Number 558597), with Jeffery Allen Yoder and Scott Evan Poncher as inventors.

SCHEDULE 2

COPYRIGHTS

None

SCHEDULE 3

PATENT AND COPYRIGHT LICENSE AGREEMENTS

1. Manufacturing, Distribution & License Agreement, by and between ReadyLift Suspension, Inc., as licensee, and NB Performance Inc., as licensor, dated May 1, 2011.
2. Distributorship Agreement, by and between ReadyLift Suspension, Inc. and Beijing Explor4x4 Automotive Technology Co. Ltd, as distributor, dated July 24, 2014.
3. Product Development Agreement, by and between ReadyLift Suspension, Inc., as manufacturer, and J & A Manufacturing, as developer, as dated April 1, 2013.

SCHEDULE 4

TRADEMARKS

1. “DON'T JUST LIFT IT...READYLIFT IT” trademark (registration number 4,343,255) registered with the United States Patent and Trademark Office on May 28, 2013, to ReadyLift Suspension, Inc.
2. “SST” trademark (registration number 3,889,875) registered with the United States Patent and Trademark Office on December 14, 2010.
3. “READYLIFT” trademark (registration number 3,269,437) registered with the United States Patent and Trademark Office on July 24, 2007.
4. “NOT JUST SUSPENSION ... PERFORMANCE SUSPENSION” trademark (serial number 85912308) filed on April 23, 2013, by ReadyLIFT Suspension, Inc.

SCHEDULE 5

TRADEMARK LICENSES

1. Manufacturing, Distribution & License Agreement, by and between ReadyLift Suspension, Inc., as licensee, and NB Performance Inc., as licensor, dated May 1, 2011.
2. Distributorship Agreement, by and between ReadyLift Suspension, Inc. and Beijing Explor4x4 Automotive Technology Co. Ltd, as distributor, dated July 24, 2014.
3. Product Development Agreement, by and between ReadyLift Suspension, Inc., as manufacturer, and J & A Manufacturing, as developer, as dated April 1, 2013.
4. Marketing Agreements mad in the ordinary course of business whereby Grantors allow third parties of their trade names to promote and market the business.