

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		11/17/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Arrowhead Electrical Products, Inc.		
Street Address:	3705 95th Ave. NE		
City:	Blaine		
State/Country:	MINNESOTA		
Postal Code:	55014		
Entity Type:	Corporation: DELAWARE		
Name:	Total Power Solutions, Inc.		
Street Address:	313 Farabee Drive		
City:	Lafayette		
State/Country:	INDIANA		
Postal Code:	47905		
Entity Type:	Corporation: DELAWARE		
Name:	All Balls Racing, Inc.		
Street Address:	822 N. Reading Avenue		
City:	Boyertown		
State/Country:	PENNSYLVANIA		
Postal Code:	19512		
Entity Type:	Corporation: DELAWARE		
Name:	Winderosa Manufacturing and Distributing Co., USA, Inc.		
Street Address:	783 Auburn Road		
City:	Peru		
State/Country:	MAINE		
Postal Code:	04290		
Entity Type:	Corporation: MAINE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3980703		

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Property Type	Number	Word Mark
Registration Number:	4174783	TRAC HEAVY-DUTY FILTERS
Registration Number:	4417827	DURO SOLID ROLLER CHAIN NEVER A WEAK LIN
Registration Number:	4417831	ANVIL ENGINE PARTS TOUGHER THAN DIRT
Registration Number:	4451094	COMPLETE TRACTOR FOR YOUR TOTAL TRACTOR
Registration Number:	4421684	COMPLETE TRACTOR FOR YOUR TOTAL TRACTORN
Registration Number:	3324192	ARROWHEAD ELECTRICAL PRODUCTS, INC.
Registration Number:	4666627	ARROWHEAD POWERSPORTS
Registration Number:	4357534	DB ELECTRICAL
Registration Number:	4482248	TOTALPOWER PARTS
Registration Number:	2893698	ALL BALLS RACING
Registration Number:	3969715	ALL BALLS
Registration Number:	3076261	WINDEROSA
Serial Number:	86442314	OUTDOOR POWER XTREME EQUIPMENT

CORRESPONDENCE DATA

Fax Number: 6144614198

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: 614-469-3939

Email: bdepeder@jonesday.com, mmisitigh@jonesday.com

Correspondent Name: Brittany A. DePeder

Address Line 1: 325 John H. McConnell Blvd.

Address Line 2: Suite 600

Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER:	Melanie H. Misitigh
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	11/18/2020

Total Attachments: 6

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**TERMINATION AND RELEASE OF A SECURITY
INTEREST IN TRADEMARKS**

November 17, 2020

THIS TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of November 17, 2020 by ARES CAPITAL CORPORATION, in its capacity as administrative agent under the Credit Agreement (as defined below) (the “Administrative Agent”), in favor of Arrowhead Electrical Products, Inc., Total Power Solutions, Inc., All Balls Racing, Inc., and Winderosa Manufacturing and Distributing Company, USA, Inc. (the “Pledgor”).

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of July 21, 2017 (as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of May 30, 2018, and that certain Second Amendment to Amended and Restated Credit Agreement, dated as of May 7, 2019, and as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Credit Agreement”), by and among Arrowhead Holdco Company, AEP Holdings, Inc., the lenders from time to time party thereto, the Administrative Agent and the other parties party thereto;

WHEREAS, in connection with the Credit Agreement, the Pledgor executed and delivered that certain Guaranty and Security Agreement, dated as of August 31, 2015 (as reaffirmed by that certain Consent and Reaffirmation, dated as of July 21, 2017, and as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Guaranty and Security Agreement”), pursuant to which the Pledgor executed and delivered that certain Trademark Security Agreement, dated as of August 31, 2015, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 005614, Frame 0310, on September 1, 2015 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Trademark Security Agreement” and together with the Guaranty and Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Pledgor granted to the 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 Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of November 17, 2020, the Administrative Agent acknowledged the full payment and performance of the Secured Obligations of the Pledgor, and accordingly the Pledgor has requested, and the Administrative Agent has agreed to provide, a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (including, without limitation,

the Trademarks referred to on Schedule A hereto).


NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, the Administrative Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
2. Release of Security Interest; Further Assurances. The Administrative Agent, without any representation and warranty by or any recourse to the Administrative Agent, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (ii) transfers and assigns to the Pledgor any and all right, title and interest that the Administrative Agent may have in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) and effect the release of such rights to the Pledgor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).
3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.
4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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

**ARES CAPITAL CORPORATION,
as Collateral Agent**





By: _____






Name: David Schwartz


Title: Authorized Signatory

SCHEDULE A

Trademark Registrations:

<u>Grantor</u>	<u>Title</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Arrowhead Electrical Products, Inc.	 Design Only	85/106385	3980703	6/21/2011
Arrowhead Electrical Products, Inc.	 TRAC HEAVY-DUTY FILTERS & Design	85/469660	4174783	7/17/2012
Arrowhead Electrical Products, Inc.	 DURO SOLID ROLLER CHAIN NEVER A WEAK LINK & Design	85/852602	4417827	10/15/2013
Arrowhead Electrical Products, Inc.	 ANVIL ENGINE PARTS TOUGHER THAN DIRT & Design	85/852645	4417831	10/15/2013

<u>Grantor</u>	<u>Title</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Arrowhead Electrical Products, Inc.	 COMPLETE TRACTOR FOR YOUR TOTAL TRACTOR NEEDS & Design	85/919129	4451094	12/17/2013
Arrowhead Electrical Products, Inc.	 COMPLETE TRACTOR FOR YOUR TOTAL TRACTOR NEEDS & Design	85/879620	4421684	10/22/2013
Arrowhead Electrical Products, Inc.	 ARROWHEAD ELECTRICAL PRODUCTS, INC. & Design	78/871538	3324192	10/30/2007
Arrowhead Electrical Products, Inc.	 ARROWHEAD POWERSPORTS & Design	86/280290	4666627	1/6/2015
Total Power Solutions, Inc.	 DB ELECTRICAL & Design	85/756911	4357534	6/25/2013

<u>Grantor</u>	<u>Title</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Total Power Solutions, Inc.	 TOTALPOWER PARTS & Design	85/761371	4482248	2/11/2014
All Balls Racing, Inc.	ALL BALLS RACING	76/166813	2893698	10/12/2004
All Balls Racing, Inc.	ALL BALLS	85/132596	3969715	5/31/2011
Winderosa Manufacturing and Distributing Company, USA, Inc.	WINDEROSA	78/575825	3076261	4/4/2006

Trademark Applications:

<u>Grantor</u>	<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
Arrowhead Electrical Products, Inc.	OUTDOOR POWER XTREME EQUIPMENT	86/442314	11/2/2014