

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609721

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:	C&E Holding Company		
Street Address:	3705 95th Ave., NE		
City:	Blaine		
State/Country:	MINNESOTA		
Postal Code:	55014		
Entity Type:	Corporation: DELAWARE		
Name:	Hot Rods-Motorcycle & Auto Parts Corporation		
Street Address:	1950 Manor Cr.		
City:	Grinnell		
State/Country:	IOWA		
Postal Code:	50112		
Entity Type:	Corporation: IOWA		
Name:	Pivot Works, Inc.		
Street Address:	5261 NW 114th Street		
Internal Address:	Suite E		
City:	Grimes		
State/Country:	IOWA		
Postal Code:	50311		
Entity Type:	Corporation: IOWA		
Name:	Hot Cams, Inc.		
Street Address:	666 Grand Avenue		
Internal Address:	Suite 2000		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50309		
Entity Type:	Corporation: IOWA		
Name:	Cylinder Works, Inc		
Street Address:	666 Grand Avenue		

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Internal Address:	Suite 2000
City:	Des Moines
State/Country:	IOWA
Postal Code:	50309
Entity Type:	Corporation: IOWA
Name:	Fuel Star, Inc.
Street Address:	666 Grand Avenue
Internal Address:	Suite 2000
City:	Des Moines
State/Country:	IOWA
Postal Code:	50309
Entity Type:	Corporation: IOWA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2996661	
Registration Number:	2295221	
Registration Number:	1879113	HOT RODS
Registration Number:	2323675	NRB
Registration Number:	2641000	PIVOT WORKS
Registration Number:	2729456	HOT CAMS
Registration Number:	4030118	CYLINDER WORKS
Registration Number:	4097393	CYLINDER WORKS BIG BORE KIT
Registration Number:	4097392	CYLINDER WORKS KIT
Registration Number:	4739734	FUEL STAR
Registration Number:	4638059	SENSORTECH

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:	11/19/2020

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 C&E Holding Company, Hot Rods – Motorcycle & Auto Parts Corporation, Pivot Works, Inc., Hot Cams, Inc., Cylinder Works, Inc., and Fuel Star, 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 March 31, 2016, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 005762, Frame 0519, on March 31, 2016 (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:

Mark	Country	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
BEARING CONNECTIONS	EM	010568897	1/18/2012	010568897	9/28/2012	Registered	C & L Companies, Inc. (to be transferred to C&E Holding Company on the date hereof)
 Design Only	US	76/588639	4/26/2004	2996661	9/20/2005	Registered	Hot Rods– Motorcycle & Auto Parts Corporation
 Design Only	US	75/446237	3/6/1998	2295221	11/30/1999	Registered	Hot Rods Motorcycle & Auto Parts Corporation
HOT RODS	US	74/395208	5/27/1993	1879113	2/14/1995	Registered	Hot Rods Motorcycle & Auto Parts Corporation
NRB	US	75/598704	10/3/1998	2323675	2/29/2000	Registered	Hot Rods Motorcycle & Auto Parts Corporation
HOT RODS	Australia	1039887	6/7/2004	1039887	6/7/2004	Registered	Hot Rods Motorcycle & Auto Parts Corporation

Mark	Country	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
HOT RODS	Australia	774551	9/30/1998	774551	9/30/1998	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
PIVOT WORKS	Australia	831098	4/7/2000	831098	4/7/2000	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
HOT RODS	Canada	1213512	4/15/2004	TMA643282	2/17/2000	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
HOT RODS	EM	000945261	10/1/1998	000945261	2/17/2000	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
PIVOT WORKS	EM	001620293	4/10/2000	001620293	7/10/2001	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
HOT RODS	Taiwan	093018162	4/22/2004	01140386	2/16/2005	Registered	Hot Rods Motorcycle & Auto Parts Corporation
HOT RODS	WO	839769	6/7/2004	839769	6/7/2004	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
HOT CAMS	WO	838494	6/7/2004	838494	6/7/2004	Registered	Hot Rods – Motorcycle & Auto Parts Corporation
PIVOT WORKS	Canada	1213511	4/15/2004	TMA654279	12/2/2005	Registered	Pivot Works
PIVOT WORKS	WO	859456	6/7/2004	859456	6/7/2004	Registered	Pivot Works
HOT CAMS	Canada	1213509	4/15/2004	TMA645085	7/28/2005	Registered	Hot Cams, Inc.
PIVOT WORKS	US	75/320178	10/1/2001	2641000	10/22/2002	Registered	Pivot Works
HOT CAMS	US	75/680073	4/30/1999	2729456	6/24/2003	Registered	Hot Cams, Inc.
CYLINDER WORKS	US	85/259984	3/7/2011	4030118	9/20/2011	Registered	Cylinder Works, Inc.
CYLINDER WORKS BIG BORE KIT	US	85/380920	7/26/2011	4097393	2/7/2012	Pending	Cylinder Works, Inc.
CYLINDER WORKS KIT	US	85/380875	7/26/2011	4097392	2/7/2012	Registered	Cylinder Works, Inc.

Mark	Country	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
FUEL STAR	US	86/012753	7/17/2013	4739734	5/19/2015	Registered	Fuel Star, Inc.
SENSORTECH	US	86/012814	7/17/2013	4638059	11/11/2014	Registered	Fuel Star, Inc.

Trademark Applications:

None.