

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property Collateral at Reel/Frame No. 6643/0373		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		02/18/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	All Sales Manufacturing Inc.		
Street Address:	5121 Hillsdale Circle		
City:	El Dorado Hills		
State/Country:	CALIFORNIA		
Postal Code:	95762		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4401903	HANG-A-HITCH	
Registration Number:	3532322	ROCK IT HARD	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<i>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.</i>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0395		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	02/18/2021		
Total Attachments: 5			
source=WheelPros - Release of Security Interest in Intellectual Property Collateral ReadyLift Joinder Executed#page1.tif			
source=WheelPros - Release of Security Interest in Intellectual Property Collateral ReadyLift Joinder Executed#page2.tif			

OP \$65.00 4401903

source=WheelPros - Release of Security Interest in Intellectual Property Collateral ReadyLift Joinder
Executed#page3.tif

source=WheelPros - Release of Security Interest in Intellectual Property Collateral ReadyLift Joinder
Executed#page4.tif

source=WheelPros - Release of Security Interest in Intellectual Property Collateral ReadyLift Joinder
Executed#page5.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**, dated as of February 18, 2021 (this “Release”), is made by ANTARES CAPITAL LP, as Grantee under the Intellectual Property Security Agreements described below (in such capacity, the “Grantee”), in favor of ALL SALES MANUFACTURING INC., a California corporation and READYLIFT SUSPENSION, INC., a Nevada corporation (each, a “Grantor”).

WITNESSETH

WHEREAS, Wheel Pros Intermediate, Inc., a Delaware corporation, the other parties party thereto from time to time, and the Grantee are parties to that certain Second Lien Security Agreement, dated as of April 4, 2018 (as amended by the Joinder Agreement to the Second Lien Security Agreement, dated as of December 14, 2018, and as further amended, modified, restated and/or supplemented from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed the (i) Grant of Second Lien Security Interest in United States Patents, dated as of December 14, 2018 (the “Patent Security Agreement”) and recorded with the U.S. Patent and Trademark Office (“USPTO”) on May 10, 2019 at Reel/Frame Nos. 49152/0530 and 49152/0539 and (ii) Grant of Second Lien Security Interest in United States Trademarks, dated as of December 14, 2018 (the “Trademark Security Agreement,” and together with the Patent Security Agreement, the “Intellectual Property Security Agreements”) and recorded with the USPTO on May 11, 2019 at Reel/Frame Nos. 6643/0373 and 6643/0384, pursuant to which the Grantor granted to the Grantee, a continuing security interest in all of Grantor’s right, title and interest in, to and under the Patents (as defined in the Patent Security Agreement), the Marks (as defined in the Trademark Security Agreement, and together with the Patents, the “Intellectual Property Collateral”).

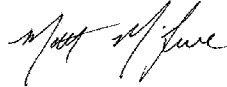
WHEREAS, the Grantor has requested that the Grantee release its security interest in all right, title and interest in, to and under all of the Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Grantee hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in, to and under all of the Intellectual Property Collateral, including the issued patents, patent applications, trademark registrations, and trademark applications set forth in Schedule I attached hereto and incorporated herein by reference (and (i) any and all rights and privileges arising under applicable Law with respect to such Grantor’s use of such Patents, (ii) any and all inventions and improvements described and claimed in such Patents, (iii) any and all reissues, divisions, continuations, renewals, extensions, reexaminations and continuations-in-part of such Patents, (iv) all proceeds and products of such Marks, (v) the goodwill of the businesses with which the Marks are associated, (vi) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect to any of the foregoing including, without limitation, damages and payments for past, present or future infringements of any of the foregoing, (vii) any and all rights corresponding to any of the foregoing throughout the world, and (viii) any and all rights to sue for past, present or future infringements of any of the foregoing, in each case, that the Grantee may have obtained in, to and under the Intellectual Property Collateral under the Security Agreement and the Intellectual Property Security Agreements), and agrees that all the security interest in the Intellectual Property Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Grantee may have obtained in, to and under the Intellectual Property Collateral under the Security Agreement and the Intellectual Property Security Agreements.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantee has caused this Release to be duly executed and delivered as of the date first written above.

ANTARES CAPITAL LP,
as Grantee



By: _____

Name: Matt McLure

Title: Authorized Signatory

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

PATENTS AND PATENT APPLICATIONS

<u>Registered Owner/Applicant</u>	<u>Title</u>	<u>Country</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Issue Date</u>
All Sales Manufacturing Inc.	Grille-Step Assembly Mountable To A Vehicle	US	10/21/2014	14/519,551	US 9481308	11/1/2016
All Sales Manufacturing Inc.	Ball Mount Holder Assembly	US	10/2/2013	14/044,106	US 9004521	4/14/2015
All Sales Manufacturing Inc.	Fuel door	US	4/6/2009	29/334,968	US D611885	3/16/2010
All Sales Manufacturing Inc.	Trailer Hitch Cover	US	10/25/2006	29/249,883	US D558101	12/25/2007
ReadyLift Suspension, Inc.	Adjustable Strut Spacer	US	6/9/2008	12/135,696	US 7665743	2/23/2010

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Owner/Applicant	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
ReadyLift Suspension, Inc.	"DON'T JUST LIFT IT...READYLIF T IT"	USA	85429506	9/22/2011	4343255	5/28/2013
ReadyLift Suspension, Inc.	"RUGGED OFF ROAD"	USA	87339215	2/16/2017	5553001	9/4/2018
ReadyLift Suspension, Inc.	"READYLIFT"	USA	78584684	3/10/2005	3269437	7/24/2007
ReadyLift Suspension, Inc.	"SST"	USA	85022915	4/26/2010	3889875	12/14/2010
All Sales Manufacturing Inc.	"HANG-A- HITCH"	USA	85717937	8/31/2012	4401903	9/10/2013
All Sales Manufacturing Inc.	"ROCK IT HARD"	USA	77468171	5/7/2008	3532322	11/11/2008