

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679559

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900646475		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GMAC Commercial Finance LLC (on behalf of GMAC Business Credit, LLC)		08/02/2006	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Rockford Powertrain, Inc.		
Street Address:	1200 Windsor Road		
City:	Loves Park		
State/Country:	ILLINOIS		
Postal Code:	61111		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	71244709	MECHANICS	
Serial Number:	71258044	PULLMORE	
Serial Number:	60574255		
Serial Number:	73819059	ROCKFORD POWERTRAIN	
Serial Number:	75230462	EX-TEND	
Serial Number:	75370580	IN-SIGHT	
Serial Number:	75657954	ROCKFORD POWERTRAIN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	marissa.yu@freshfields.com		
Correspondent Name:	Marissa Yu		
Address Line 1:	601 Lexington Avenue		
Address Line 2:	31st Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Marissa Yu		

SIGNATURE:	/mmy/
DATE SIGNED:	10/07/2021
Total Attachments: 7 source=GMAC - Trademark Release (Executed)#page1.tif source=GMAC - Trademark Release (Executed)#page2.tif source=GMAC - Trademark Release (Executed)#page3.tif source=GMAC - Trademark Release (Executed)#page4.tif source=GMAC - Trademark Release (Executed)#page5.tif source=GMAC - Trademark Release (Executed)#page6.tif source=GMAC - Trademark Release (Executed)#page7.tif	

NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

Dated: September 27, 2021

United States Patent and Trademark Office

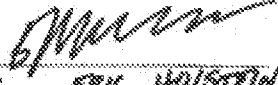
Ladies and Gentlemen:

Please be advised that pursuant to that certain payoff letter dated as of August 2, 2006 provided by GMAC Commercial Finance LLC (“GMAC/CF”) to Rockford Powertrain, Inc. (the “Borrower”) and attached hereto as Exhibit A (the “Payoff Letter”), GMAC/CF has terminated and released fully its security interest in and lien upon the Collateral (as defined in the Payoff Letter), including the trademarks and trademark applications as set forth on Schedule 1 attached hereto, which notice of such security interest was filed with the United States Patent and Trademark Office pursuant to the Intellectual Property Security Agreement and Collateral Assignment, dated April 17, 2000 by and between the Borrower and GMAC Business Credit, LLC (a subsidiary of GMAC/CF), and recorded May 23, 2000 at Reel 002093 / Frame 0948. Pursuant to the Payoff Letter, GMAC/CF has authorized the Borrower execute and record this notice of release of security interests in trademarks with the United States Patent and Trademark Office in order to carry out the purposes of the Payoff Letter and evidence such release and termination.

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Very truly yours,

ROCKFORD POWERTRAIN, INC.

By: 
Name: ERIC HOUSTON
Title: VP OPERATIONS - MANUFACTURING

SCHEDULE 1

TRADEMARKS

	Trademark	Serial No.	File Date	Reg No.	Reg. Date
1.	MECHANICS	71244709	02/21/1927	251466	01/08/1929
2.	PULLMORE	71258044	11/25/1927	254566	03/26/1929
3.		60574255		574255	05/12/1953
4.	ROCKFORD POWERTRAIN	73819059	08/14/1989	1619742	10/30/1990
5.	EX-TEND	75230462	01/24/1997	2180075	08/11/1998
6.	IN-SIGHT	75370580	10/09/1997		
7.	ROCKFORD POWERTRAIN	75657954	03/10/1999		

EXHIBIT A

[See attached]

GMAC Commercial Finance

August 2, 2006

Rockford Powertrain, Inc.
Rhonda Brunette
1200 Windsor Road
Rockford, Illinois 61132

Re: Payoff of Obligations of Rockford Powertrain, Inc. ("Borrower") to GMAC Commercial Finance LLC ("GMAC/CF") under the terms of the Loan and Security Agreement dated April 17, 2000 between Borrower and GMAC/CF (as may have been amended and restated from time to time, the "Loan Agreement").

Dear Ladies and Gentlemen:

This letter is in response to your request for a payoff balance of Borrower's obligations to GMAC/CF. Capitalized terms not defined herein have the same meanings as in the Loan Agreement.

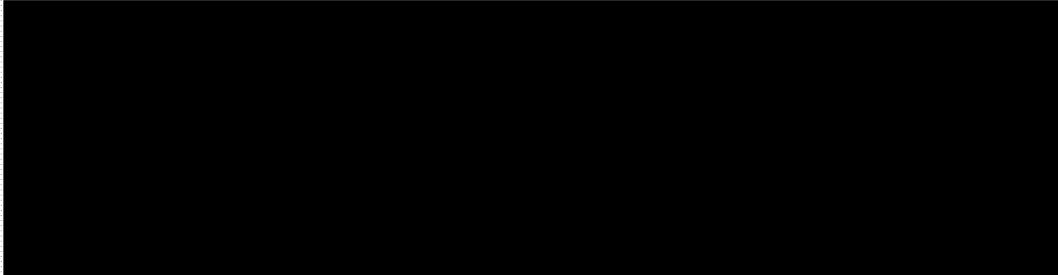
If GMAC/CF receives an executed copy of this letter from you, and a wire transfer for the "Payoff Amount" (defined below) (the "Effective Time"), (i) all indebtedness of the Borrower for credit extended, including accrued and unpaid interest and all fees under the Loan Agreement shall be fully paid and discharged, (ii) all unfunded commitments to make loans or otherwise extend credit to the Borrower under the Loan Agreement shall be terminated; (iii) all other obligations of the Borrower and any other Person under the Loan Agreement or any other Loan Document (other than the Surviving Obligations); and (iv) the Loan Agreement and all other Loan Documents shall terminate and have no further force or effect (other than the Surviving Obligations), the security interests of GMAC/CF [and the other Lenders] in any and all assets shall be terminated and released, and each Note shall be returned to the Borrower marked "cancelled."

At and after the Effective Time, the security interests of GMAC/CF in any and all Collateral shall be automatically terminated and released. GMAC/CF authorizes Borrower to take such actions as are reasonably required by the Borrower to carry out the purposes of this letter, including the filing of terminations of financing statements and such other documents, agreements and instruments as are necessary to evidence such release and termination (collectively, the "Discharges"). At and after the Effective Time, GMAC/CF agrees to execute, deliver and file all further instruments and documents, and take any other actions, at the expense of the Borrower, as may be reasonably requested by the Borrower, in order to

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evidence the consummation of the payoff and the termination contemplated hereby.. Borrower will be responsible for filing the Discharges with all applicable filing offices.

The aggregate payoff amount is [REDACTED] (the "Payoff Amount") and is only good through 3:00 pm EST on August 2, 2006 (the "Payoff Date"). This amount consists of the following:



The Payoff Amount must be received by GMAC/CF by wire transfer in immediately available funds by 3:00 pm EST on the Payoff Date to the following account:



The financing arrangement with Borrower is such that the Payoff Amount may not represent all amounts owing to GMAC/CF because of adjustments for returned items, insufficient funds checks, partial credits and provisional credits taken into consideration in calculating the Payoff Amount (individually, an "Adjustment" and collectively, the "Adjustments"). Likewise, we have included [REDACTED] reserve (the "Reserve"), which GMAC/CF may apply at its sole discretion to any amounts that may be owing by Borrower to GMAC/CF, including, without limitation, legal and other fees and costs and Adjustments. We have made a good faith effort to attempt to identify the full amount of the Obligations, including all Adjustments and expenses as of the date hereof, and have included such amounts in the payoff figure above, but if those amounts are not accurate, Borrower remains liable and must pay the full amount of all Obligations due GMAC/CF. Because of the possibility of Adjustments, Borrower agrees to indemnify GMAC/CF from any and all losses or deficiencies caused by an Adjustment, and to agree to pay, and hold GMAC/CF harmless with respect to all Adjustments.

Nothing in this letter releases Borrower or any other person or entity from any obligations to GMAC/CF arising under any term or provision of any agreement that survives the payoff of the Obligations (including, without limitation, Borrower's obligation to pay the Adjustments) (the "Surviving Obligations"), but none of the collateral granted to GMAC/CF by Borrower will secure any such obligations.

RELEASE. AS FURTHER CONSIDERATION FOR THE AGREEMENTS AND UNDERSTANDINGS HEREIN AND UPON FULL COMPLIANCE WITH THE TERMS


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HERETO, BORROWER AND ITS SUCCESSORS AND ASSIGNS, HEREBY RELEASES GMAC/CF, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS FROM ANY LIABILITY, CLAIM, RIGHT OR CAUSE OF ACTION WHICH NOW EXISTS, OR HEREAFTER ARISES, WHETHER KNOWN OR UNKNOWN, ARISING FROM OR IN ANY WAY RELATED TO FACTS IN EXISTENCE AS OF THE DATE HEREOF. BY WAY OF EXAMPLE AND NOT LIMITATION, THE FOREGOING INCLUDES ANY CLAIMS IN ANY WAY RELATED TO ACTIONS TAKEN OR OMITTED TO BE TAKEN BY GMAC/CF UNDER THE LOAN DOCUMENTS WITH THE BORROWER, ITS BUSINESS RELATIONSHIPS WITH GMAC/CF AND ALL OTHER OBLIGATIONS OF ANY NATURE OR KIND OF BORROWER, ANY ORAL AGREEMENTS OR UNDERSTANDINGS (ACTUAL OR ALLEGED), ANY FINANCING RELATIONSHIPS THAT BORROWER HAS OR MAY HAVE HAD WITH GMAC/CF AT ANY TIME AND FOR ANY REASON.

This letter agreement may be executed in counterparts, each of which shall be deemed to constitute an original document, and facsimile signatures will be treated as originals for all purposes. If you have any questions concerning this matter please feel free to contact me.


Very truly yours,

GMAC COMMERCIAL FINANCE LLC

By: 
Name: Robert Robinson
Title: First Vice President

Agreed to and accepted by:

ROCKFORD POWERTRAIN, INC.

By: 
Name: Thomas M. Colgan
Title: President & CEO

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