

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Antares Capital Corporation	05/31/2013
RECEIVING PARTY DATA	
Name:	Auto Meter Products, Inc.
Street Address:	413 West Elm Street
City:	Sycamore
State/Country:	ILLINOIS
Postal Code:	60178
PROPERTY NUMBERS Total: 36	
Property Type	Number
Patent Number:	6359442
Patent Number:	6215298
Patent Number:	6137399
Patent Number:	6061638
Patent Number:	5982168
Patent Number:	5905374
Patent Number:	D442503
Patent Number:	6663251
Patent Number:	6678214
Patent Number:	7012514
Patent Number:	6771073
Application Number:	11116182
Application Number:	60661020
Application Number:	11116184
Application Number:	11116198

Patent Number:	7549390
Application Number:	60731265
Application Number:	11374070
Patent Number:	7230418
Patent Number:	7990155
Application Number:	12017751
Patent Number:	8018727
Application Number:	11589925
Application Number:	09963997
Patent Number:	7278749
Patent Number:	7472940
Patent Number:	7553037
Patent Number:	7612660
Patent Number:	7877172
Patent Number:	7264074
Patent Number:	D516010
Patent Number:	D535608
Application Number:	12216933
Application Number:	12560851
Patent Number:	7909662
Patent Number:	7736201

CORRESPONDENCE DATA

Fax Number: 4142988097

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-298-8230

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Correspondent Name: Alec D. Smyczek

Address Line 1: 1000 North Water Street

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Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	068450-0017
NAME OF SUBMITTER:	Alec D. Smyczek
Signature:	/Alec D. Smyczek/
Date:	09/11/2013

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RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is made as of May 31, 2013 ("Effective Date") by Antares Capital Corporation (as agent), a Delaware corporation ("Secured Party"), and Auto Meter Products, Inc., Illinois corporation, having a principal place of business at 413 West Elm Street, Sycamore, IL 60178 ("Borrower").

WHEREAS, pursuant to the Patent, Trademark and Copyright Security Agreement dated August 29, 2002, from Borrower to Secured Party (the "Security Agreement") recorded with the United States Patent and Trademark Office, (patents at Reel 013231, Frame 0652; Reel 014918, Frame 0184; and Reel 018015, Frame 0284; trademarks at Reel 2574, Frame 0551 and Reel 3357, Frame 0336) and with the U.S. Copyright Office (volume 3488, page 490), Borrower granted to Secured Party a security interest in Borrower's right, title and interest in and to the patents, patent applications, trademark applications, trademark registrations, and copyright registrations listed in Exhibit A attached hereto;

WHEREAS, pursuant to the Amendment No. 1 to Patent, Trademark and Copyright Security Agreement dated December 23, 2008, between the Borrower and the Secured Party (the "Amendment No. 1") recorded with the United States Patent and Trademark Office (patents at Reel 022035, Frame 0236; trademarks at Reel 3910, Frame 0115), Borrower granted to Secured Party a security interest in Borrower's right, title, and interest in and to the patents, patent applications, trademark registrations, and trademark applications listed in Exhibit B attached hereto;

WHEREAS, pursuant to the Amendment No. 2 to Patent, Trademark and Copyright Security Agreement dated January 6, 2012, between the Borrower and the Secured Party (the "Amendment No. 2") recorded with the United States Patent and Trademark Office (patents at Reel 027499, Frame 0099; trademarks at Reel 4693, Frame 0961), Borrower granted to Secured Party a security interest in Borrower's right, title, and interest in and to the patents, patent applications, trademarks, trademark applications, and trademark registrations listed in Exhibit C attached hereto;

WHEREAS, pursuant to the Amendment No. 3 to Patent, Trademark and Copyright Security Agreement dated March 30, 2012, between the Borrower and the Secured Party (the "Amendment No. 3") recorded with the United States Patent and Trademark Office (patents at Reel 027988, Frame 0331; trademarks at Reel 4751, Frame 0364) and with the U.S. Copyright Office (V3614D304), Borrower granted to Secured Party a security interest in Borrower's right, title, and interest in and to the patents, patent applications, trademark application, and copyright registrations listed in Exhibit D attached hereto;

WHEREAS, Secured Party desires to terminate the Security Agreement, as amended by and including Amendments 1, 2, and 3, and release its entire security interest in the patents, patent applications, trademarks, trademark registrations, trademark applications, and copyrights granted in the Security Agreement, as amended by Amendments 1, 2, and 3, including those patent applications, patents, trademarks, trademark applications, trademark registrations, and copyright registrations listed in Exhibits A-D attached hereto (the "Collateral").

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

1. The Security Agreement, as amended by Amendments 1-3, and Secured Party's security interest in the Collateral is hereby terminated and released.

2. Secured Party hereby terminates and releases the Security Agreement, as amended by Amendments 1-3. Secured Party hereby assigns, transfers and conveys to Borrower, all of Secured Party's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to:

(a) the patents and patent applications listed in Exhibits A-D hereto, including without limitation, the inventions and improvements described and claimed therein, all patentable inventions and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, and the right to sue for past present and future infringements of any of the foregoing;

(b) the copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations, and copyright applications listed in Exhibits A-D hereto, including, without limitation, all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing;

(c) the trademarks, trademark applications, and trademark registrations listed in Exhibits A-D hereto, including, without limitation, renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding thereto throughout the world, and the goodwill of the business to which each of the trademarks, trademark applications, and trademark registrations relates.

3. Secured Party represents and warrants that it has the full power and authority to execute this Release and to release its security interest in the Collateral.

4. Secured Party represents and warrants that it has not assigned or otherwise encumbered its security interest in the Collateral.

5. Secured Party hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

Antares Capital Corporation


By: 
Name: Stephanie Krebs
Title: Duly Authorized Signatory

EXHIBIT A

Patents and Patent Applications

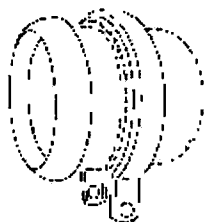
Title	Patent No./App. No.	Filing Date
Microprocessor-Based Hand-Held Battery Tester System	6,359,442	June 8, 2000
Dual Range Tachometer	6,215,298	November 25, 1998
High Performance Tachometer Having a Shift Indicator System With "Short-Shift" Protection	6,137,399	November 2, 1999
Microprocessor-Based Battery Tester System	6,061,638	July 30, 1997
High Performance Tachometer With Automatic Triggering	5,982,168	February 13, 1998
High Performance Tachometer	5,905,374	May 16, 1996
Handheld Battery Tester	D442,503	June 2, 2000
Gauge With Illuminated Dial and Pointer	6,663,251	April 26, 2002
Vehicle Systems Reaction and Acceleration Timing Device	6,678,214	November 22, 2000
System for Facilitating the Launch of a Drag Racing Vehicle	7,012,514	January 17, 2003
Microprocessor-Based Hand-Held Electrical-Testing System and Method	6,771,073	January 3, 2003
Heavy Duty Charging and Starting System Testor and Method	11/116,182	April 28, 2005
Modular Vehicle Gauge System	60/661,020	March 14, 2005

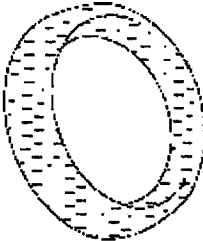
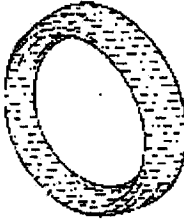

Heavy Duty Charging and Starting System Testor and Method	11/116,184	April 28, 2005
Heavy Duty Battery System Testor and Method	11/116,198	April 28, 2005
Gauge with Illuminated Dial and Pointer	11/411,845 7,549,390	April 27, 2006
Vehicle Gauge Mounting Bracket	60/731,265	October 31, 2005
System and Method of Modular Vehicle Gauge System and Illumination	11/374,070	March 14, 2006
Flutter Reduction Apparatus and Method	10/892,370 7,230,418	July 16, 2004

Copyright Registrations

Title	Registration No.	Registration Date
Auto Meter Products, Inc., Worldwide Web site	TX0005036237	February 14, 2000

Trademark Registrations and Applications

Mark	Reg. No./App. No.	Filing Date
 (Design Only)	2564743	August 17, 1999
POWER BAND (Words Only)	75620461	January 13, 1999

PRO-LITE (Words Only)	2370310 75618307	July 25, 2000
PLAYBACK (Words Only)	75607940	December 18, 1998
 (Design Only)	2883435 75457081	March 25, 1998
BATTERY EXTENDER (Words Only)	2363364 75412311	June 27, 2000
 (Design Only)	1903908 74497120	March 2, 1994
AMi	1916087 74494857	February 28, 1994
Phantom	1875140 74487163	February 7, 1994
ULTRA-LITE	1967655 74487249	February 7, 1994
	1732643 74202928	September 6, 1991


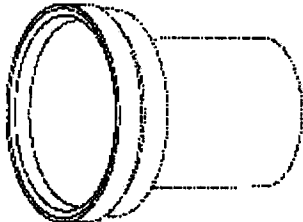
<i>Auto Meter</i>	1683615 74072359	June 25, 1990
<i>Auto gage</i>	1497472 73622322	September 26, 1986
AUTO-STROB (Words Only)	751681 72152654	September 6, 1962
AUTO METER PRODUCTS (Words Only)	778877 72152653	September 6, 1962
	3076477 78602726	April 6, 2005
BATTERY EXTENDER	2756383 78179949	October 30, 2002
C2	3221394 78586608	March 14, 2005
	3251019 78803295	January 31, 2006
NEXUS	3274254 78586598	March 14, 2005

EXHIBIT B**Patents and Patent Applications**

Title	Patent No./App. No.	Filing Date
Heavy Duty Battery System Tester and Method	7,990,155 12/127,918	May 28, 2008
Digital Display Type Vehicle Gauge	12/017,751	January 22, 2008
Gauge Circuit Board Holding Device	8,018,727 11/925,528	October 26, 2007
Vehicle Gauge Mounting Bracket	11/589,925	October 31, 2006
High Performance Vehicle Speedometer	09/963,997	NA

Trademark Registrations and Applications

Mark	Reg. No./App. No.	Filing Date
AUTO METER	3759773 77488888	June 2, 2008
AUTO GAGE	3912688 77488900	June 2, 2008
STACK	3711089 77566842	September 10, 2008

EXHIBIT C

Patents and Patent Applications

Title	Patent No./App. No.	Filing Date
Gauge With Large Illuminated Gauge Face	7,278,749	January 6, 2005
Universal Instrument Mount	7,472,940	October 11, 2006
Light Diffusion Device for a Gauge Dial Plate	7,553,037	September 11, 2007
Pit Road Display	7,612,660	April 20, 2009
Pit Road Display	7,877,172	July 29, 2009
After-Market Dashboard Bezel for an Automobile Having a Number of Instrument Holders and Associated Method	7,264,074	October 25, 2000
Long Vehicle Monitor Pod	D516,010	December 16, 2004
Short Vehicle Monitor Pod	D535,608	December 16, 2004
Pit Road Display	12/216,933	July 14, 2008
Pit Road Display	12/560,851	September 16, 2009

Trademark Registrations and Applications

Mark	Reg. No./App. No.	Filing Date
PROPARTS	2652966 76395482	April 15, 2002
SULLY	3455688 78911144	June 19, 2006

spek	3105738 76637308	April 28, 2005
WIDE ANGLE DIAL	3506818 78911068	June 19, 2006
PROPOD	2609713 76331324	October 30, 2001
WEDGE	2690587 76395483	April 15, 2002
WEDGE	Not Registered	NA
SPEC PRO	Not Registered	NA

EXHIBIT D

Patents and Patent Applications

Title	Patent No./App. No.	Filing Date
Battery Clamp for Use with Top Post and Side Post Batteries and Methods for Using the Same	7,909,662	February 4, 2010
Battery Clamp for Use with Top Post and Side Post Batteries and Methods for Using the Same	7,736,201	March 26, 2009

Copyright Registrations

Title	Registration No.	Registration Date
Auto Meter Dial and Pointer Logo	VA0001795090	October 27, 2011
Artwork for Auto Meter Tachometer Packaging	VA0001795089	October 27, 2011

Trademark Application

Mark	App. No.	Filing Date
GATOR CLAMP	85560280	March 5, 2012

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