

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL AT REEL/FRAME NO. 029793/0199
CONVEYING PARTY DATA	
Name	Execution Date
GENERAL ELECTRIC CAPITAL CORPORATION	05/14/2014
RECEIVING PARTY DATA	
Name:	V&H PERFORMANCE, LLC
Street Address:	13871 ROSECRANS AVENUE
City:	SANTA FE SPRINGS
State/Country:	CALIFORNIA
Postal Code:	90670
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8544447
Patent Number:	D593952
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	05/15/2014
Total Attachments: 4	
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**RELEASE OF SECURITY INTEREST
IN PATENT COLLATERAL**

This RELEASE, dated as of May 14, 2014 (this "Release"), is made by General Electric Capital Corporation, a Delaware corporation located at 500 W. Monroe Street Chicago, IL 60661 ("Agent"), in favor of V&H Performance, LLC, a Delaware limited liability company located at 13871 Rosecrans Avenue, Santa Fe Springs, CA 90670 ("Grantor") as follows:

W I T N E S S E T H

Reference is made to the (i) Credit Agreement, dated as of March 26, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Motorsport Aftermarket Group, Inc., a Delaware corporation, as the borrower (the "Borrower"), Rally Holdings, LLC, a Delaware limited liability company ("Holdings"), the Lenders and Issuers party thereto from time to time and the Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services.

WHEREAS, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, the Grantor executed and delivered to Agent a Patent Security Agreement, dated March 26, 2012 (the "Patent Security Agreement"), and recorded with the U.S. Patent and Trademark Office on February 11, 2013 at Reel/Frame No. 029793/0199; and

WHEREAS, under the terms of the Patent Security Agreement, the Grantor granted the Agent, for the benefit of the Secured Parties, a security interest in, among other property, all of such Grantor's right, title and interest in, to and under the Patents, including the Patents set forth on Schedule A attached hereto (collectively, the "Patent Collateral");

WHEREAS, the Grantor has paid all of its outstanding indebtedness to the Agent; and

WHEREAS, the Grantor has requested that the Agent release its security interest in all right, title and interest of the Agent in and to the Patent Collateral.

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

1. Terms. Terms defined in the Credit Agreement and the Patent Security Agreement not otherwise defined herein are used herein as defined in the Credit Agreement and the Patent Security Agreement.

2. Release of Security Interest. Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels and releases, in its entirety, for the benefit of Grantor, and its successors and assigns to the Patent Collateral, the security interest in the Patent Collateral and any and right, title and interest of the Agent in the Patent Collateral shall hereby terminate, cease and become void.

3. Recordation. Grantor authorizes and requests that the Commissioner for Patents record this Release.

4. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a mutually signed counterpart of this Release.

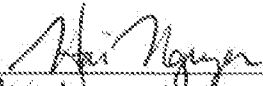
5. Further Assurances. From time to time after the date hereof, upon Grantor's reasonable request, Agent agrees to provide Grantor with any information and additional authorization and documentation necessary to effect the release of Agent's security interest in the Patent Collateral (without recourse, representation or warranty and at Grantor's sole cost and expense).

6. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

**GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent**

By: 
Name: Hai Nguyen
Title: Duly Authorized Signatory

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN PATENT COLLATERAL**

Title	Application Number/ Patent Number	Filing Date	Issue Date
Throttle response modification device and method for vehicles equipped with electronic throttle control	Appl. No. 13177755 Patent No. 8544447	7/7/2011	10/1/2013
Electrical control unit adaptor	Appl. No. 29295831 Patent No. D593952	10/8/2007	6/9/2009