

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		10/22/2010	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ATC Logistics & Electronics, Inc. successor to ATC Logistics & Electronics L.P.		
<b>Street Address:</b>	1400 Opus Place		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Downers Grove		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60515		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2587977	ATC LOGISTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0023138-004098		
<b>NAME OF SUBMITTER:</b>	Michael L. Dever		
<b>Signature:</b>	/Michael L. Dever/		

CH \$40.00 2587977

**900175343**

**TRADEMARK  
 REEL: 004307 FRAME: 0697**

Date:

11/01/2010

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE (as amended, restated or otherwise modified from time to time, the "Termination and Release") is dated October 22, 2010 and made by Bank of America, N.A., having an address at 231 South LaSalle Street, Mail Code: IL 1-231-09-42, Chicago, Illinois 60604, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), in favor of ATC Logistics & Electronics, Inc., a Delaware corporation, as successor to ATC Logistics & Electronics, L.P., having an address at 1400 Opus Place, Suite 600, Downers Grove, Illinois 60515 (the "Obligor"), parties to the Guarantee and Collateral Agreement, dated as of March 21, 2006, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement").

**WITNESSETH**

WHEREAS, pursuant to the Credit Agreement, dated as of March 21, 2006 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among ATC Technology Corporation, formerly known as Aftermarket Technology Corp. (the "Company"), certain Subsidiaries of the Company party thereto (together with the Company, the "Borrowers"), the Lenders, the Administrative Agent and JPMorgan Chase Bank, N.A., as Syndication Agent, the Lenders have severally agreed to make Loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Obligor has executed and delivered the Guarantee and Collateral Agreement in favor of the Administrative Agent;

WHEREAS, the Obligor executed and delivered a Grant of Security Interest in Trademark Rights (the "Trademark Security Agreement") to the Administrative Agent on March 21, 2006, as required by the Administrative Agent as a condition of the Guarantee and Collateral Agreement;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 24, 2006, at Reel 3275/Frame 0873; and

WHEREAS, the Obligor and Lenders have agreed to terminate the Trademark Security Agreement and the Guarantee and Collateral Agreement and release the continuing security interests in all Intellectual Property (as defined in the Guarantee and Collateral Agreement) and in the Trademarks (as defined in the Guarantee and Collateral Agreement), which the Obligor had previously pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Obligor and the Administrative Agent, on behalf of the Lenders, hereby terminate and release the security interests in the trademarks and trademark applications listed on the attached Schedule A as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

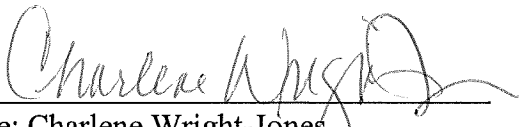
2. Release of Security Interest. The Administrative Agent hereby terminates and releases the continuing security interest in, right of setoff to, assignment of, transfer of, conveyance of, or any claim by the Administrative Agent or the Lenders to the Trademarks (including, without limitation, those items listed on Schedule A hereto).

3. Purpose. This Termination and Release has been executed and delivered by the Obligor and Administrative Agent for the purpose of recording the release of the grant of security interest herein with the United States Patent and Trademark Office.

4. Counterparts. This Termination and Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Termination and Release as of the date first written above.

Bank of America, N.A., as Administrative Agent

By:   
Name: Charlene Wright-Jones  
Title: Assistant Vice President

IN WITNESS WHEREOF, Obligor has duly executed this Termination and Release as of the date first written above.

ATC Logistics & Electronics, Inc., as successor to  
ATC Logistics & Electronics, L.P.

By: \_\_\_\_\_

Title: \_\_\_\_\_

which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Obligor and the Administrative Agent, on behalf of the Lenders, hereby terminate and release the security interests in the trademarks and trademark applications listed on the attached Schedule A as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

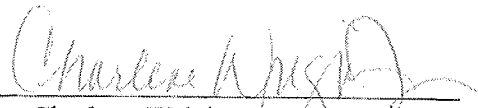
2. Release of Security Interest. The Administrative Agent hereby terminates and releases the continuing security interest in, right of setoff to, assignment of, transfer of, conveyance of, or any claim by the Administrative Agent or the Lenders to the Trademarks (including, without limitation, those items listed on Schedule A hereto).

3. Purpose. This Termination and Release has been executed and delivered by the Obligor and Administrative Agent for the purpose of recording the release of the grant of security interest herein with the United States Patent and Trademark Office.

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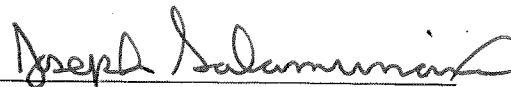
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Bank of America, N.A., as Administrative Agent

By:   
Name: Charlene Wright-Jones  
Title: Assistant Vice President

IN WITNESS WHEREOF, Obligor has duly executed this Termination and Release as of the date first written above.

ATC Logistics & Electronics, Inc., as successor to  
ATC Logistics & Electronics, L.P.

By:   
Title: Joseph Salamunovich  
Vice President

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

Mark	Application Number	Filing Date	Registration Number	Registration Date
ATC LOGISTICS	76/224,362	3/12/01	2,587,977	7/2/02

DM\_US 26715117-1.025605.0224