

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent		04/19/2011	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	The Tire Rack, Inc.
Street Address:	7101 Vorden Parkway
City:	South Bend
State/Country:	INDIANA
Postal Code:	46628
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1414570	THE TIRE RACK
Registration Number:	1880524	MODA
Registration Number:	2083058	UPDATE
Registration Number:	2102612	INSIDE TRACK
Registration Number:	2216681	TR MOTORSPORTS
Registration Number:	2244422	THE WHEEL RACK
Registration Number:	2284365	TYPHOON
Registration Number:	2653843	ONLINE PERFORMANCE SOURCE
Registration Number:	2664292	AT ITALIA
Registration Number:	2668746	PERFORMANCE TIRE AND WHEEL SPECIALISTS
Registration Number:	2789238	UPGRADE GARAGE
Registration Number:	2812285	THE TIRE RACK
Registration Number:	2849747	KAZERA

OP \$365.00 1414570

Serial Number:

78352966

KAZERA

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

36833

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

04/19/2011

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMORGAN CHASE BANK, N.A.,
Administrative Agent and Collateral Agent

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Tire Rack, Inc.

Internal

Address: _____

Street Address: 7101 Vorden Parkway

City: South Bend

State: Indiana

Country: United States Zip: 46628

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Indiana
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 19, 2011

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLEASE SEE ATTACHED SCHEDULE.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agooda

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jordana Dreyfuss
Signature

April 19, 2011

Date

Jordana Dreyfuss

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF TRADEMARK SECURITY INTEREST, dated as of April 19, 2011 (this "Release"), by JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent (each as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement (each as defined below), as applicable.

Reference is made to (i) the Credit Agreement dated as of June 24, 2005, as amended by Amendment No. 1 dated as of March 24, 2006 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tire Rack Holdings, Inc. ("Holdings"), The Tire Rack, Inc. (as successor-in-interest to Tread Merger Corporation, the "Borrower"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacities, the "Administrative Agent"), (ii) the Guarantee and Collateral Agreement dated as of June 24, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Holdings, the Borrower, the Subsidiaries of the Borrower identified therein and JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the "Collateral Agent") and (iii) the Trademark Security Agreement dated as of June 24, 2005, as amended as of June 26, 2006 (as further amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among Holdings, the Borrower and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Security Agreement and the Trademark Security Agreement, the Grantors (as listed on Schedule I hereto) granted a security interest to the Administrative Agent and the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the trademarks of the Grantors set forth on Schedule II hereto, which security interest was recorded with the United States Patent & Trademark Office on (a) June 28, 2005, at Reel/Frame 003112/0209 and (b) July 17, 2006, at Reel/Frame 003349/0817; and

WHEREAS, in connection with the Termination and Release Agreement dated as of April 19, 2011, among Holdings, the Borrower, the Administrative Agent and the Collateral Agent (the "Termination and Release Agreement"), the Administrative Agent and the Collateral Agent now desire to terminate and release the entirety of their Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral (as defined below) pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent and the Collateral Agent hereby state as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks, including those listed on Schedule II hereto. The term "Trademarks" shall have the meaning set forth in the Security Agreement.

2. Release of Security Interest. The Administrative Agent and the Collateral Agent hereby terminate, release and discharge their respective security interests in the Trademark Collateral, and any right, title or interest of the Administrative Agent and the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

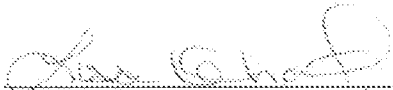
3. Further Assurances. Each of the Administrative Agent and the Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S AND THE COLLATERAL AGENT'S RESPECTIVE REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, each of the Administrative Agent and the Collateral Agent has duly executed this Release as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent and Collateral Agent.

By 
Name: Lisa Whalley
Title: Sr. Vice President

[Signature Page to Release of Trademark Security Interest]

{0273245}

TRADEMARK
REEL: 004524 FRAME: 0916

Schedule I

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
The Tire Rack	10/21/1986	1,414,570
moda	2/28/1995	1,880,524
Update	7/29/1997	2,083,058
Inside Track	10/7/1997	2,102,612
TR Motorsports	1/5/1999	2,216,681
The Wheel Rack	5/11/1999	2,244,422
Typhoon	10/12/1999	2,284,365
Online Performance Source	11/26/2002	2,653,843
AT Italia	12/27/2002	2,664,292
Performance Tire and Wheel Specialists	12/31/2002	2,668,746
Upgrade Garage	12/2/2003	2,789,238
The Tire Rack (amended)	2/10/2004	2,812,285
Kazera	6/1/2004	2,849,747

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Kazera	1/16/2004	78 352966