## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Agreement in Trademarks recorded at Reel/Frame 3922/0890	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners L.P.		103/26/2012	Collateral Agent: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	DFR Acquisition Corporation	
Street Address:	17771 Mitchell North	
City:	Irvine	
State/Country:	CALIFORNIA	
Postal Code:	92614	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	3208307	DRAGONFIRE RACING	
Serial Number:	78970850	DRAGONFIRE RACING	

# CORRESPONDENCE DATA

Fax Number: (312)862-2200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 312-862-3865

Email: christine.casey@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 N. LaSalle Street, 28th Floor

Address Line 2: c/o Christine Casey

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	10265-35 CAC
NAME OF SUBMITTER:	Christine Casey

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Signature:	/Christine Casey/
Date:	03/29/2012
Total Attachments: 3 source=GSTrademark Release 3922-0890#page1.tif source=GSTrademark Release 3922-0890#page2.tif source=GSTrademark Release 3922-0890#page3.tif	

TRADEMARK
REEL: 004748 FRAME: 0392

## RELEASE OF SECURITY AGREEMENT IN TRADEMARKS

THIS RELEASE OF SECURITY AGREEMENT IN TRADEMARKS (this "Release") is made as of March 26, 2012 ("Effective Date") by and between Goldman Sachs Credit Partners L.P., in its capacity as Collateral Agent ("Collateral Agent"), and DFR Acquisition Corporation, a Delaware corporation, with its principal office at 17771 Mitchell North Irvine, California 92614 ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Collateral Agent dated as of December 8, 2008 (the "<u>Trademark Security Agreement</u>"), Grantors pledged and granted to Collateral Agent a continuing priority security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the United States trademark registrations and applications for trademark registration set forth on <u>Schedule A</u> attached hereto, in each case together with the goodwill associated therewith;

WHEREAS, Grantor and Collateral Agent entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Pledge and Security Agreement by and between Grantors and Collateral Agent dated as of November 30, 2006 (the "Pledge and Security Agreement");

**WHEREAS,** the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on January 23, 2009, at Reel 3922, Frame 0890;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Collateral Agent.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Collateral Agent represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name of Grantor, other than the Trademark Collateral set forth on Schedule A attached hereto, in any jurisdiction throughout the world.

The Collateral Agent agrees to cooperate with Grantor, its successors, assigns or other legal representatives, at Grantor's expense, and to provide the Grantor with the information (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably required or desirable to effect the release of the Collateral Agent's security interest in the Trademark Collateral and hereby authorizes Grantor to make such filings, at Grantor's expense, with the PTO as may be reasonably determined by Grantor to record and evidence the termination, cancellation and release of the Collateral Agent's security interest in the Trademark Collateral.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

\* \* \* \* \*

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

GOLDMAN ŞACHS CREDIT PARTNERS L.P.

Title: Authorized Signatory

[Signature Page to Release of Security Agreement in Trademarks]

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# **SCHEDULE A**

# TRADEMARK REGISTRATION AND APPLICATION

<u>MARK</u>	REGISTRATION NUMBER	SERIAL NUMBER	FILING DATE	REGISTRATION DATE
"DRAGONFIRE RACING"	3208307	78847419	03/27/06	02/13/07
Dragonfire Racing Design	N/A	78970850	09/10/06	N/A

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**RECORDED: 03/29/2012** 

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