

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356122

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Z Capital Commercial Finance, L.L.C.		09/22/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Accel Performance Group LLC
Street Address:	1801 Russellville Road
City:	Bowling Green
State/Country:	KENTUCKY
Postal Code:	42101
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Serial Number:	77393552	ACCEL
Serial Number:	72356009	ACCEL
Serial Number:	78326232	ACCEL ELIMINATOR
Serial Number:	72345353	BFL
Serial Number:	75381135	CALMAP
Serial Number:	73696149	COMP 9000
Serial Number:	73696541	COMP 9000
Serial Number:	74015354	COMP FILTER
Serial Number:	74015649	COMP FILTER
Serial Number:	73737217	COMP PUMP
Serial Number:	77724148	COPPERSEAL
Serial Number:	77393549	DFI
Serial Number:	85785487	ENDURANCE PLUS
Serial Number:	85793340	ENDURANCE PLUS
Serial Number:	78916838	E-SPARK
Serial Number:	85700849	FIRE STORM
Serial Number:	85700825	FIRE STORM
Serial Number:	85181425	FIRE STORM
Serial Number:	86372470	HAYS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75942545	HAYS
Serial Number:	86118270	HEADLOCK
Serial Number:	73423324	HYFIRE
Serial Number:	73627438	HYFIRE
Serial Number:	72328312	LLAKEWOOD INDUSTRIES
Serial Number:	86165369	L LAKEWOOD INDUSTRIES
Serial Number:	86165370	L LAKEWOOD INDUSTRIES
Serial Number:	77377550	LAKEWOOD
Serial Number:	86082669	LIME CRUSH
Serial Number:	74031914	M
Serial Number:	71575999	M
Serial Number:	77377539	MALLORY
Serial Number:	77509900	MALLORY
Serial Number:	73343267	MALLORY IGNITION
Serial Number:	77216461	MAX FUELER
Serial Number:	85104915	MMX MODERN MUSCLE
Serial Number:	73438323	MR. GASKET CO. G
Serial Number:	77408530	MR. G GASKET CO.
Serial Number:	77181631	OES ENGINEERED QUALITY & FIT
Serial Number:	73644100	PRO SIDEWINDER
Serial Number:	73621200	PRO WIRE
Serial Number:	76069876	PROCONNECT
Serial Number:	76298962	PROCONNECT
Serial Number:	73423313	PROMASTER
Serial Number:	85342906	QWIKLINKS
Serial Number:	77734423	SLM SELF LEARNING MODULE
Serial Number:	73621201	SPRINT WIRE
Serial Number:	73615587	SPRINTMAG
Serial Number:	73616186	SPRINTMAG
Serial Number:	86070863	SUPERCOIL
Serial Number:	73615592	SUPER-MAG
Serial Number:	78351964	SUPER-TRUCK
Serial Number:	73137159	THE PERFORMANCE PEOPLE
Serial Number:	73465697	THE PERFORMANCE PEOPLE
Serial Number:	72345352	TRACTION...ACTION!
Serial Number:	75544453	ULTRA-SEAL
Serial Number:	85504357	ULTRA-SEAL
Serial Number:	73074647	UNILITE

CORRESPONDENCE DATA**Fax Number:** 2125935955*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 212-756-2132**Email:** scott.kareff@srz.com**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP**Address Line 1:** 919 Third Avenue**Address Line 2:** 25th Floor**Address Line 4:** New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1582
NAME OF SUBMITTER:	Scott Kareff (014951-1582)
SIGNATURE:	/kc for sk/
DATE SIGNED:	09/24/2015

Total Attachments: 5

source=Trademark Release for Accel Performance - Z Capital#page1.tif

source=Trademark Release for Accel Performance - Z Capital#page2.tif

source=Trademark Release for Accel Performance - Z Capital#page3.tif

source=Trademark Release for Accel Performance - Z Capital#page4.tif

source=Trademark Release for Accel Performance - Z Capital#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “**Release**”) is made as of September 22, 2015, by Z Capital Commercial Finance, L.L.C., a Delaware limited liability company, as Administrative Agent under the Security Agreement referred to below (the “**Secured Party**”) for the benefit of Accel Performance Group LLC, a Delaware limited liability company (the “**Grantor**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

W I T N E S S E T H:

WHEREAS, the Grantor and the Secured Party are parties to that certain Trademark Security Agreement dated as of December 31, 2014 (as amended, restated or otherwise modified through the date hereof, the “**Security Agreement**”), pursuant to which the Grantor granted to the Secured Party for its benefit and the benefit of certain lenders, a security interest in the Trademark Collateral, which includes (a) all of its Trademarks and all Intellectual Property Licenses, including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office at Reel 5443 and Frame 0183 on January 6, 2015; and

WHEREAS, Grantor has requested that the Secured Party release, and the Secured Party is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral.

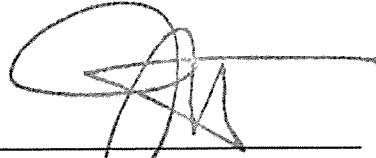
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. The Secured Party does hereby terminate the Security Agreement and terminate, release, discharge and reassigns to the Grantor the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement to the Trademark Collateral, together with the goodwill of the business symbolized thereby, and any right, title or interest of the Secured Party in such Trademark Collateral, if any, shall hereby terminate, cease and become void.

2. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be executed and delivered as of the date first written above.

**Z CAPITAL COMMERCIAL FINANCE,
L.L.C.**

A handwritten signature in black ink, appearing to read 'J. Zenni, Jr.', written over a horizontal line.

By: _____
Name: **James J. Zenni, Jr.**
Title: **Authorized Person**

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK
REEL: 005629 FRAME: 0380**

SCHEDULE I

Trademarks

1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
UNITED STATES							
87032-0022	ACCEL	2/11/2008	77293,552	5/4/2010	3,783,198	REGISTERED	07, 08, 09
87032-0021	ACCEL & DESIGN	4/8/1979	73358,009	10/19/1971	822,261	REGISTERED	07
87032-0030	ACCEL ELIMINATOR	11/11/2003	78328,232	5/3/2005	3,948,818	REGISTERED	07
87032-0031	BFL	12/4/1989	73345,353	11/23/1971	824,361	REGISTERED	04
87032-0032	CALMAP	10/20/1997	75381,135	9/19/1998	2,218,663	REGISTERED	09
87032-0034	COMP 9000	11/18/1987	73388,149	12/28/1988	1,517,021	REGISTERED	07

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
87032-0035	COMP 9000 & DESIGN	11/20/1987	73/698,541	11/22/1988	1,513,340	REGISTERED	07
87032-0036	COMP FILTER	1/2/1990	74/015,354	5/28/1991	1,845,821	REGISTERED	12
87032-0037	COMP FILTER & DESIGN	1/2/1990	74/015,649	5/28/1991	1,845,822	REGISTERED	12
87032-0038	COMP PUMP	8/26/1988	73/737,217	9/12/1989	1,555,684	REGISTERED	12
87032-0126	COPPERSEAL	4/28/2009	77/724,148	8/15/2010	3,801,847	REGISTERED	007
87032-0043	DFI	3/11/2006	77/393,549	8/1/2008	3,875,095	REGISTERED	09
87032-0223	ENDURANCE PLUS	11/21/2012	85/785,487	4/2/2013	4,313,217	REGISTERED	007
87032-0224	ENDURANCE PLUS & DESIGN	12/3/2012	85/793,340	7/16/2013	4,368,501	REGISTERED	007
87032-0140	E-SPARK	8/28/2008	78/916,838	8/7/2007	3,278,231	REGISTERED	07
87032-0198	FIRE STORM	8/10/2012	85/700,849	4/23/2013	4,323,575	REGISTERED	007
87032-0225	FIRE STORM & DESIGN	8/10/2012	85/700,825	4/23/2013	4,323,573	REGISTERED	007
87032-0188	FIRESTORM & DESIGN	11/19/2010	85/181,425	10/2/2012	4,218,481	REGISTERED	007
87032-0250	HAYS	8/20/2014	86/372,470			PENDING	12
87032-0051	HAYS & DESIGN	3/13/2000	75/942,545	12/4/2001	2,514,329	REGISTERED	12
87032-0249	HEADLOCK	11/13/2013	86/118,270			ALLOWED	12
87032-0052	HYFIRE	4/27/1983	73/423,324	8/12/1984	1,281,295	REGISTERED	007
87032-0053	HYFIRE & DESIGN	10/28/1986	73/627,438	8/23/1987	1,443,988	REGISTERED	9
87032-0058	L LAKEWOOD INDUSTRIES & DESIGN	5/26/1989	73/328,312	12/22/1970	804,683	REGISTERED	12
87032-0248	L LAKEWOOD INDUSTRIES & DESIGN	1/14/2014	86/165,369			PENDING	12
87032-0247	L LAKEWOOD INDUSTRIES & DESIGN (COLOR VERSION)	1/14/2014	86/165,370			PENDING	12
87032-0063	LAKWOOD	1/22/2008	77/377,550	2/24/2009	3,578,895	REGISTERED	12
	LIME CRUSH	10/04/2013	86/082,689			PENDING	12, 25, 29, 40
87032-0085	M & DESIGN	3/23/1990	74/031,814	11/8/1990	1,820,861	REGISTERED	7
87032-0088	M & DESIGN	3/24/1949	71/575,999	11/26/1950	533,952	REGISTERED	7
87032-0074	MALLORY	1/22/2008	77/377,539	11/18/2010	3,875,286	REGISTERED	07, 09
87032-0075	MALLORY	8/27/2008	77/509,900	8/18/2009	3,868,392	REGISTERED	04, 08, 12
87032-0079	MALLORY IGNITION & DESIGN	12/24/1981	73/343,387	7/5/1983	1,244,189	REGISTERED	7, 9
87032-0081	MAX FUELER	8/27/2007	77/216,461	3/3/2008	3,584,022	REGISTERED	07
87032-0165	MMX MODERN MUSCLE & DESIGN	8/11/2010	85/104,915	2/1/2011	3,914,562	REGISTERED	41
87032-0096	MR. GASKET CO. & DESIGN	8/13/1983	73/438,323	8/20/1985	1,254,807	REGISTERED	01, 03, 05, 06, 09, 12, 17
87032-0094	MR. GASKET CO. & DESIGN	2/28/2008	77/408,530	1/12/2010	3,735,867	REGISTERED	05, 07, 08, 09, 12, 17, 26
87032-0131	OES ENGINEERED QUALITY & FIT & DESIGN	5/15/2007	77/181,831	3/24/2009	3,595,514	REGISTERED	07
87032-0097	PRO SIDEWINDER	2/11/1987	73/844,100	3/15/1988	1,480,470	REGISTERED	07
87032-0099	PRO WIRE	9/22/1986	73/621,200	8/2/1987	1,441,045	REGISTERED	07
87032-0134	PROCONNECT	8/14/2000	76/089,876	12/3/2002	2,855,488	REGISTERED	7

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
87032-0138	PROCONNECT (ADDED GOODS)	8/9/2001	75/298,962	11/25/2003	2,787,074	REGISTERED	9
87032-0099	PROMASTER	4/27/1983	73/423,313	5/22/1984	1,278,889	REGISTERED	07
87032-0175	QWIKLINKS	8/10/2011	85/343,906	1/1/2013	4,269,005	REGISTERED	012
87032-0127	SLM SELF LEARNING MODULE	5/11/2009	77/734,423	2/15/2011	3,920,463	REGISTERED	09
87032-0192	SPRINT WIRE	9/22/1986	73/821,201	8/2/1987	1,441,046	REGISTERED	7
87032-0193	SPRINTMAG	8/19/1986	73/815,587	4/14/1987	1,438,237	REGISTERED	7
87032-0194	SPRINTMAG & DESIGN	8/22/1986	73/815,186	4/14/1987	1,438,236	REGISTERED	7
87032-0237	SUPERDOL	9/20/2013	86/070,863			PENDING	07
87032-0196	SUPER-MAG	8/19/1986	73/815,592	9/22/1987	1,458,008	REGISTERED	7
87032-0197	SUPER-TRUCK	1/14/2004	78/351,964	12/14/2004	2,911,870	REGISTERED	12
87032-0198	THE PERFORMANCE PEOPLE	8/11/1977	73/137,159	3/11/1980	1,131,884	REGISTERED	012
87032-0199	THE PERFORMANCE PEOPLE	2/14/1984	73/465,697	12/24/1985	1,378,500	REGISTERED	01, 08, 09, 12, 17
87032-0111	TRACTION ACTION! (STYLIZED)	12/4/1989	72/345,352	8/3/1971	917,573	REGISTERED	12
87032-0115	ULTRA-SEAL	8/31/1998	75/544,453	4/3/2001	2,438,848	REGISTERED	5, 17
87032-0183	ULTRA-SEAL	12/27/2011	85/504,357	8/14/2012	4,190,285	REGISTERED	007
87032-0116	UNILITE	1/19/1976	73/074,847	8/25/1977	1,088,426	REGISTERED	07