

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501614

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|---|--------------------------------------|----------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TCF NATIONAL BANK | | 10/25/2018 | National Banking Association: |
| RECEIVING PARTY DATA | | | |
| Name: | ALL SALES MANUFACTURING INC. | | |
| Street Address: | 5347 S. VALENTIA WAY | | |
| City: | GREENWOOD VILLAGE | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80111 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| Name: | RUGGEDLIFT SUSPENSION, LLC | | |
| Street Address: | 5347 S. VALENTIA WAY | | |
| City: | GREENWOOD VILLAGE | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80111 | | |
| Entity Type: | Limited Liability Company: NEVADA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4056682 | RUGGEDLIFT | |
| Registration Number: | 3532322 | ROCK IT HARD | |
| Registration Number: | 2986287 | BILLET CANDY FOR YOUR RIDE | |
| Registration Number: | 3139779 | G WING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3122691747 | | |
| <i>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.</i> | | | |
| Phone: | 3122698000 | | |
| Email: | marden@nge.com, trademarks@nge.com | | |
| Correspondent Name: | NEAL, GERBER & EISENBERG LLP | | |
| Address Line 1: | TWO NORTH LASALLE STREET, SUITE 1700 | | |
| Address Line 4: | CHICAGO, ILLINOIS 60602 | | |

CH \$115.00 4056682

| | |
|--------------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 028268-0060 |
| NAME OF SUBMITTER: | Thomas C. McDonough |
| SIGNATURE: | /THOMAS C. McDONOUGH/ |
| DATE SIGNED: | 12/11/2018 |

Total Attachments: 9

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS,
COPYRIGHTS, LICENSES, AND TRADEMARKS AND REVOCATION OF SPECIAL
POWER OF ATTORNEY**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS, COPYRIGHTS, LICENSES, AND TRADEMARKS (this "Release") and REVOCATION OF SPECIAL POWER OF ATTORNEY is made as of October 25, 2018 in favor of All Sales Manufacturing Inc., a California corporation ("ASM"), and RuggedLift Suspension, LLC, a Nevada limited liability company ("RuggedLift"; ASM and RuggedLift are referred to herein, collectively, as "Grantors" and, individually, as a "Grantor"), by TCF National Bank ("Lender").

WHEREAS, pursuant to the terms and conditions of that certain Patent, Copyright, License and Trademark Security Agreement, dated as of March 22, 2016 executed by Grantors in favor of Lender (the "Security Agreement"), each Grantor granted to Lender a security interest in all of such Grantor's right, title and interest in and to the certain patents, copyrights, licenses, and trademarks as set forth in Schedules 1-5 (the "Intellectual Property").

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on March 23, 2016 at Reel/Frame 038084/0485 (for the patents) and at Reel/Frame 5756/0228 (for the trademarks).

WHEREAS, Lender wishes to release its security interest in the Intellectual Property and reassign to each Grantor all of Lender's right, title and interest in and to the Intellectual Property of such Grantor.

WHEREAS, the Security Agreement included a Special Power of Attorney to Lender and Grantors now wish to revoke the Special Power of Attorney.

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

1. Release of Security Agreement. Lender hereby terminates the Security Agreement and hereby terminates, cancels and releases any security interest it may have under the Security Agreement and reassigns to each Grantor any rights it may have under the Security Agreement, including in: (a) the patents as set forth in Schedule 1, (b) the copyrights as set forth in Schedule 2, (c) the patent and copyright license agreements as set forth in Schedule 3, (d) the trademarks as set forth in Schedule 4, and (e) the trademark license agreements as set forth in Schedule 5.

2. Revocation of Special Power of Attorney. Grantors hereby revoke the Special Power of Attorney set forth in the Security Agreement. Lender hereby acknowledges receipt of payment in full of all liabilities and obligations of the Grantors under the Credit Agreement dated March 22, 2016 (as amended, modified, supplemented or restated from time to time).

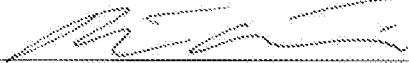
3. Lender shall take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including,

without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release. Each Grantor is hereby authorized to file and record this Release with the appropriate governmental agency or authority as evidence of the release of security interest granted hereunder.

* * * * *

IN WITNESS WHEREOF, Lender has caused this Termination and Release of Security Interest and Revocation of the Special Power of Attorney to be executed by its duly authorized representative as of the date first written above.

TCF NATIONAL BANK

By: 
Name: Nick O'Brien
Title: Assistant Vice President

The undersigned accepts and agrees to the forgoing Termination and Release of Security Interest and Revocation of the Special Power of Attorney as of the date first written above.

ALL SALES MANUFACTURING INC.

By: _____
Name: _____
Title: _____

RUGGEDLIFT SUSPENSION, LLC

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Lender has caused this Termination and Release of Security Interest and Revocation of the Special Power of Attorney to be executed by its duly authorized representative as of the date first written above.

TCF NATIONAL BANK

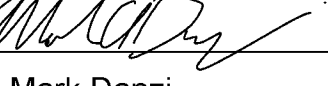
By: _____
Name: Nick O'Brien
Title: Assistant Vice President

The undersigned accepts and agrees to the forgoing Termination and Release of Security Interest and Revocation of the Special Power of Attorney as of the date first written above.

ALL SALES MANUFACTURING INC.

By:  _____
Name: Mark Danzi
Title: Vice President

RUGGEDLIFT SUSPENSION, LLC

By:  _____
Name: Mark Danzi
Title: Vice President

SCHEDULE 1

PATENTS

- Fuel door (United States Patent No. D611,885), issued on March 16, 2010, with Steven A. Dringenberg as inventor.
- Trailer hitch cover (United States Patent No. D558,101), issued on December 25, 2007, with Heath H.E. Dringenberg as inventor.
- Angularly adjustable illuminated spoiler (United States Patent No. 7,063,375), issued on June 20, 2006, with Steven A. Dringenberg and Michael A. Herold as inventors.
- Angularly adjustable illuminated spoiler (United States Patent No. 7,052,074), issued on May 30, 2006, with Steven A. Dringenberg and Michael A. Herold as inventors.
- Ball mount holder assembly (United States Patent No. 9,004,521), issued on April 14, 2015 with Steven A. Dringenberg as inventor.
- Grille-Step Assembly Mountable to a Vehicle Patent Application (U.S. Patent Application No. 14/519,551), filed October 21, 2014, with Steven A. Dringenberg as inventor.
- Dust Cover for Capless Full Filler System (United States Patent Application No. 14/064440), filed on October 28, 2013.

SCHEDULE 2

COPYRIGHTS

None

SCHEDULE 3

PATENT AND COPYRIGHT LICENSE AGREEMENTS

- General Motors Service Parts Operations License Agreement dated on or about June 6, 2001 by and between ASM and Service Parts Operations, General Motors Corporation, as amended.
- License granted pursuant to Settlement Agreement dated March 25, 2003 by and between ASM and American Motors Products, Inc.

SCHEDULE 4

TRADEMARKS

- "RUGGEDLIFT" trademark (registration number 4,056,682) registered with the United States Patent and Trademark Office on November 15, 2011, owned by RuggedLift Suspension, LLC.
- "ROCK IT HARD" trademark (registration number 3,532,322) registered with the United States Patent and Trademark Office on November 11, 2008.
- "BILLET CANDY FOR YOUR RIDE" trademark (registration number 2,986,287) registered with the United States Patent and Trademark Office on September 21, 2004.
- "G-WING" trademark (registration number 3,139,779) registered with the United States Patent and Trademark Office on September 5, 2006.

SCHEDULE 5

TRADEMARK LICENSES

- General Motors Service Parts Operations License Agreement dated on or about June 6, 2001 by and between ASM and Service Parts Operations, General Motors Corporation, as amended.
- License granted pursuant to Settlement Agreement dated March 25, 2003 by and between ASM and American Motors Products, Inc.

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