

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		05/19/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	NIVEL PARTS & MANUFACTURING CO., LLC		
Street Address:	3510-1 PORT JACKSONVILLE PKWY		
City:	JACKSONVILLE		
State/Country:	FLORIDA		
Postal Code:	32226		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	HOWARD, LLC		
Street Address:	3510-1 PORT JACKSONVILLE PKWY		
City:	JACKSONVILLE		
State/Country:	FLORIDA		
Postal Code:	32226		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	IMC ACQUISITION, LLC		
Street Address:	3510-1 PORT JACKSONVILLE PKWY		
City:	JACKSONVILLE		
State/Country:	FLORIDA		
Postal Code:	32226		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CART PARTS, LLC		
Street Address:	3510-1 PORT JACKSONVILLE PKWY		
City:	JACKSONVILLE		
State/Country:	FLORIDA		
Postal Code:	32226		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3357181	THUNDERBULL	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3974875	ACCESSORIZE BEYOND THE BOX
Registration Number:	3736706	GOLF CARTS LOVE US!
Registration Number:	3520176	EC EVERYTHING CARTS
Registration Number:	3267486	BREEZEASY
Registration Number:	4335846	JAKE'S
Registration Number:	4335845	JAKE'S LIFT KITS
Registration Number:	4314284	TAMPA G
Registration Number:	3458626	PIGGYBACK
Registration Number:	1885955	RED DOT
Registration Number:	3014011	RAIN GARD
Registration Number:	4089040	ULTRA SEAL
Registration Number:	3783508	ADVANTAGE ENGINE PARTS POWER UP!
Registration Number:	3950622	TRADEMARK CARTS
Registration Number:	4487732	NIVEL
Registration Number:	2718172	RED POWER
Registration Number:	1723612	CONCORD
Registration Number:	3464311	BU BUGGIES UNLIMITED
Registration Number:	3464310	BU BUGGIES UNLIMITED
Registration Number:	2509423	BUGGIES UNLIMITED
Registration Number:	4206859	WHERE THE CART IS JUST THE START
Registration Number:	4752828	P CARTPARTS
Registration Number:	4368518	MJFX
Registration Number:	3900296	MADJAX

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11668.498

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 05/19/2021

Total Attachments: 4

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**TERMINATION AND RELEASE OF A SECURITY
INTEREST IN TRADEMARKS**

May 19, 2021

THIS TERMINATION AND RELEASE OF LIEN (this “Release”) is made as of May 19, 2021, by ARES CAPITAL CORPORATION, in its capacity as Administrative Agent under the Credit Agreement (as defined below) (the “Agent”), in favor of NIVEL PARTS & MANUFACTURING CO., LLC (“Nivel”), HOWARD, LLC (“Howard”), IMC ACQUISITION, LLC (“IMC”) and CART PARTS, LLC (“Cart Parts” and together with Nivel, Howard and IMC, each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, the Grantors and the Agent entered into that certain Credit Agreement dated, as of September 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, the other Credit Parties party thereto, the Lenders and L/C Issuers party thereto and Ares Capital Corporation, as the Agent and the Revolver Agent;

WHEREAS, in connection with the Credit Agreement, each Grantor (other than the Borrower) has executed and delivered that certain Guaranty and Security Agreement, dated as of September 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors executed and delivered that certain Trademark Security Agreement dated as of September 30, 2015, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 5636, Frame 0513, on October 2, 2015 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement” and together with the Guaranty and Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, each Grantor (“Releasee”), granted to ARES CAPITAL CORPORATION, as the Agent for the benefit of the Secured Parties (“Releasor”), a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter dated as of May 19, 2021, entered into by the Agent and the Grantors, the Agent acknowledged the release of each Grantor from any further obligations under the Loan Documents, and accordingly Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral, (ii) transfers and assigns to the applicable Grantor any and all right, title and interest that the Agent may have in, to and under the Trademark Collateral, (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral and effect the release of such rights to the applicable Grantor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.

3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION,

as A

ff

By: _____

Name: Mitchell Goldstein

Title: Authorized Signatory

Exhibit A

Registered Trademarks

GRANTOR	SERIAL NO.	REG. NO.	MARK	COUNTRY
Nivel Parts & Manufacturing Co., LLC	78584029	3357181	THUNDERBULL	United States
Nivel Parts & Manufacturing Co., LLC	77389879	3974875	ACCESSORIZE BEYOND THE BOX	United States
Nivel Parts & Manufacturing Co., LLC	77756833	3736706	GOLF CARTS LOVE US!	United States
Nivel Parts & Manufacturing Co., LLC	77430679	3520176	EC EVERYTHING CARTS (and design)	United States
Nivel Parts & Manufacturing Co., LLC	77008906	3267486	BREEZeasy	United States
Nivel Parts & Manufacturing Co., LLC	85513865	4335846	JAKE'S	United States
Nivel Parts & Manufacturing Co., LLC	85513861	4335845	JAKE'S LIFT KITS	United States
Nivel Parts & Manufacturing Co., LLC	85513854	4314284	TAMPA G	United States
Nivel Parts & Manufacturing Co., LLC	77002111	3458626	PIGGYBACK	United States
Nivel Parts & Manufacturing Co., LLC	74413801	1885955	RED DOT	United States
Nivel Parts & Manufacturing Co., LLC	78351648	3014011	RAIN GARD	United States
Nivel Parts & Manufacturing Co., LLC	85247498	4089040	ULTRA SEAL	United States
Howard, LLC	77708780	3783508	ADVANTAGE ENGINE PARTS (and design)	United States
Nivel Parts & Manufacturing Co., LLC	85113632	3950622	TRADEMARK CARTS	United States
Nivel Parts & Manufacturing Co., LLC	85963639	4487732	NIVEL	United States
Howard, LLC	78095271	2718172	RED POWER	United States
IMC Acquisition, LLC	74249088	1723612	CONCORD	United States
Nivel Parts & Manufacturing Co., LLC	78873286	3464311	BU BUGGIES UNLIMITED	United States
Nivel Parts & Manufacturing Co., LLC	78873277	3464310	BU BUGGIES UNLIMITED	United States
Nivel Parts & Manufacturing Co., LLC	76116653	2509423	BUGGIES UNLIMITED	United States
Nivel Parts & Manufacturing Co., LLC	85226052	4206859	WHERE THE CART IS JUST THE START	United States
Cart Parts, LLC	86201027	4752828	P CARTPARTS	United States
Nivel Parts & Manufacturing Co., LLC	85793606	4368518	MJFX	United States
Nivel Parts & Manufacturing Co., LLC	85042386	3900296	MADJAX	United States