

**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.

<p>1. Name of conveying party(ies)/Execution Date(s): Wells Fargo Bank, National Association, successor by merger to Wachovia Bank, National Association</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: <u>National Association</u> Citizenship (see guidelines) Execution Date(s) <u>May 7, 2010</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes</p> <p>Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>GRLC LLC</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>32501 DeQuindre Rd.</u></p> <p>City: <u>Madison Heights</u></p> <p>State: <u>MI</u></p> <p>Country: <u>USA</u> Zip: <u>48071</u></p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship New York <input checked="" type="checkbox"/> Other <input type="checkbox"/> Citizenship </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance:</p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Interest in Trademarks as recorded on 08/12/2009 at Reel 004075, Frame 0689</u> </p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Schedule A B. Trademark Registration No.(s) See Schedule A</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)</p>	
<p>5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>UCC Direct Services</u></p> <p>Street Address: <u>187 Wolf Road, Suite 101</u></p> <p>City: <u>Albany</u></p> <p>State: <u>NY</u> Zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3676</u></p> <p>Fax Number: <u>800-962-7049</u></p> <p>Email Address: <u>cls-uds@banv@wolverinewars.com</u></p>	<p>6. Total number of applications and registrations involved: 15</p> <p>7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$390- <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>10/12</u></p> <p>b. Deposit Account Number _____ Authorized User Name: _____</p>
<p>9. Signature: <u><i>Mercedes Farnas</i></u> <u>5/12/10</u> Signature Date</p> <p style="text-align: center;"><u>Mercedes Farnas</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document. 8</p>	

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$390.00 78301074

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration Number	Registration Date	Expiration Date
VALLEY INDUSTRIES ODYSSEY	3,584,834	3/3/09	3/3/19
JOURNEY	TMA631494	1/28/05	1/28/20
POWER PULL XTREME	3,118,326	7/18/06	7/18/16
POWER PULL XTREME	TMA694535	8/22/07	8/22/22
STOW-A-BALL	3,042,579	1/10/06	1/10/16
STOW-A-BALL	TMA636088	3/24/05	3/24/20
UBS	2,788,033	12/2/03	12/2/13
UBS	TMA651528	10/26/05	10/26/20
POWER-PULL	1,846,668	7/26/94	7/26/14
POWER PULL	TMA464714	10/25/96	10/25/11
ADAPT HITCH BALL	2,225,514	2/23/99	8/23/09
ADAPT HITCH BALL (Design)	2,212,271	12/22/98	6/22/09
ADAPT HITCH BALL (Design)	TMA533462	9/26/00	9/26/15
VALLEY	780,181	11/17/94	11/17/14

Trademark Application	Application/Serial Number	Application Date
JOURNEY	78/301,074	

[EXECUTION]

**RELEASE OF SECURITY INTEREST IN
TRADEMARKS AND TRADEMARK APPLICATIONS**

WHEREAS, GRLC LLC, a Delaware limited liability company ("Debtor") granted a security interest in and lien upon certain trademarks and related rights to Wells Fargo Bank, National Association, successor by merger to Wachovia Bank, National Association ("Secured Party") as set forth in the Trademark Collateral Assignment and Security Agreement, dated as of June 26, 2009, by and between Debtor and Secured Party (the "Trademark Security Agreement");

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 12, 2009 at Reel 004075, Frame 0689;

WHEREAS, Debtor has requested that Secured Party release and reassign its interest in the trademarks and trademark applications more fully identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. releases and reassigns to Debtor any and all liens, security interests, right, title and interest of Secured Party pursuant to the Trademark Security Agreement in: (a) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (b) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (c) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (f) the right to sue for past, present and future infringements thereof; (g) all rights corresponding thereto throughout the world; and (h) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks, without recourse or representation or warranty, express or implied, of any kind;

2. agrees that any power of attorney or similar rights granted by Debtor to Secured Party pursuant to or in connection with the Trademark Security Agreement is terminated; and

3. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer this 7 day of May, 2010.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
successor by merger to Wachovia Bank, National
Association

By:  _____

Title: VICE PRESIDENT

1579632.1

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN
TRADEMARKS AND TRADEMARK APPLICATIONS
LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

[Sec Attached]

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