# CH \$2965.00 421487

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM347251

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (ABL)
SEQUENCE:	2

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cequent Performance Products, Inc.		06/30/2015	CORPORATION: DELAWARE
Cequent Consumer Products, Inc.		06/30/2015	CORPORATION: OHIO

### **RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Agent	
Street Address:	2600 West Big Beaver Road	
Internal Address:	Business Capital	
City:	Troy	
State/Country:	MICHIGAN	
Postal Code:	48084	
Entity Type: a national banking association: UNITED STATES		

**PROPERTY NUMBERS Total: 118** 

Property Type	Number	Word Mark	
Registration Number:	4214870	AQUA-CLEAR	
Registration Number:	3263494		
Registration Number:	2112774	BOATER'S CHOICE	
Registration Number:	2658451		
Registration Number:	3053084	COMFI GRIP	
Registration Number:	3234325	GREEN SWEEP	
Registration Number:	2987010	GRIP-IT	
Registration Number:	2573312	HARPER	
Registration Number:	3009626	HARPER HOUSE	
Registration Number:	3412042	HARPER QUALITY · CRAFTSMANSHIP · INNOVA	
Registration Number:	3002924	HEAVY DUTY	
Registration Number:	2653721	HIGHLAND	
Registration Number:	3709980	HIGHLAND	
Registration Number:	3655851	HIGHLAND ON THE GO	
Registration Number:	4286815	IFIT	
		TDADEMADI	

TRADEMARK

REEL: 005572 FRAME: 0054

900330345

Registration Number: 378		LONG REACH DUSTER  MAKING OUR ENVIRONMENT A PRIORITY	
_		MAKING OUR ENVIRONMENT A PRIORITY	
Registration Number: 289	3902	MAKING OUR ENVIRONMENT A PRIORITY	
		METAL SHIELD	
Registration Number: 325	6838	METAL SHIELD	
Registration Number: 372	27972	MICROTUBE	
Registration Number: 216	88833		
Registration Number: 370	9979	PITBULL	
Registration Number: 252	28208	POWRBRACE	
Registration Number: 304	19757	POWRWAVE	
Registration Number: 463	30082		
Registration Number: 462	26506		
Registration Number: 255	50599	RAMP CHAMP	
Registration Number: 367	78634	RAMPARTS	
Registration Number: 325	57233		
Registration Number: 432	24158	SPORTWING	
Registration Number: 155	59867	STA-TYTE	
Registration Number: 312	21621	TWIST 'N CLEAN	
Registration Number: 408	88485	VALUE LINE BY HARPER	
Registration Number: 384	18663	WASHDROPS	
Registration Number: 199	95492	ACTIVATOR	
<b>Registration Number:</b> 199	9609	ACTIVATOR II	
Registration Number: 418	35441	ADVENTURE SYSTEM	
Registration Number: 259	93596	BARGMAN	
Registration Number: 274	11905	BRAKEMAN	
Registration Number: 311	2895	BUILT FOR EXTREMES, DESIGNED FOR EVERYDA	
Registration Number: 255	53893	D	
Registration Number: 896	5780	DRAW TITE	
Registration Number: 125	50935	DRAW.TITE	
Registration Number: 251	9474	ELECTROTEK	
Registration Number: 357	71141	HIDDEN HITCH	
Registration Number: 173	34183	HIDDEN HITCH	
Registration Number: 248	36994	HIDDEN HITCH	
Registration Number: 439	7965	HITCHMATCH	
	96080	HITCH PRO	
	64375	INSTA-HITCH	
	73985	INTERLOCK	
	30258	KWIK-SLIDE	
Registration Number: 316	66254	M.O.V.E.	

Property Type	Number	Word Mark
Registration Number:	2005912	MODULITE
Registration Number:	2079313	ON THE BALL
Registration Number:	3117914	ONE WRENCH TIGHTENING SYSTEM
Registration Number:	3473086	P3
Registration Number:	3473085	P3
Registration Number:	2437085	PILOT
Registration Number:	3146669	PLATYPUS
Registration Number:	2549043	POD
Registration Number:	3119928	PRIMUS
Registration Number:	4593293	PRO SERIES
Registration Number:	3448400	PRO SERIES
Registration Number:	2604327	PRODIGY
Registration Number:	1246852	REESE
Registration Number:	2668912	REESE
Registration Number:	4323415	REESE
Registration Number:	3051535	REESE TOWPOWER
Registration Number:	2272639	REMOV-A-BALL
Registration Number:	2297833	REMOV-A-BALL
Registration Number:	2983930	ROLA
Registration Number:	2535727	SHUR-SET III
Registration Number:	2867881	STRAIT-LINE
Registration Number:	1494963	TEKONSHA
Registration Number:	4056918	TESTED TOUGH
Registration Number:	3114795	THE GOOSE
Registration Number:	3557120	TITAN
Registration Number:	1791440	T-ONE
Registration Number:	1791438	T ONE
Registration Number:	3361120	TOW READY
Registration Number:	3222711	ULTRA FRAME
Registration Number:	2427095	VOYAGER
Registration Number:	1493912	WESBAR
Registration Number:	2550410	WESBAR
Registration Number:	2394523	BULLDOG
Registration Number:	3455827	BULLDOG WINCH
Registration Number:	4505002	BX1
Registration Number:	3883365	F2
Registration Number:	1474898	FAS-LOK
Registration Number:	2765091	FULTON

Property Type	Number	Word Mark
Registration Number:	2619566	
Registration Number:	2215138	TRAILER KEEPER
Registration Number:	2843448	WEDGE-LATCH
Registration Number:	2184856	XLT
Registration Number:	3588594	MICROWOOL
Registration Number:	1879667	SERIES 51
Registration Number:	1848178	SHADOWMOUNT
Registration Number:	2160824	SPORT RAMP
Registration Number:	0923108	НВ
Serial Number:	85970569	STEADI-FLEX
Serial Number:	86241197	CARBON FORGED
Serial Number:	86492098	CLEANCO
Serial Number:	86365555	FAT STRAP
Serial Number:	86010354	HARPER EST. 1900
Serial Number:	86133451	IFLEX
Serial Number:	85312085	SUREPULL
Serial Number:	86238568	W
Serial Number:	86453475	INVISI-HITCH
Serial Number:	86464712	PRO SERIES
Serial Number:	86464740	PRO SERIES
Serial Number:	85526119	REESE POWER SPORTS
Serial Number:	86387695	WESBARG
Serial Number:	86387697	WESBARG
Serial Number:	85913306	ZCI
Serial Number:	85925394	ZCI ZERO CONTACT INTERFACE
Serial Number:	86254977	VELOCITY SERIES
Serial Number:	86631160	SUREPULL

### **CORRESPONDENCE DATA**

**Fax Number:** 2124552502

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: 2124553605

Email: jmull@stblaw.com

Correspondent Name: Jasmine Kaufman

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1911
NAME OF SUBMITTER:	J. Jason Mull

SIGNATURE:	/J. Jason Mull/	
DATE SIGNED:	07/08/2015	
Total Attachments: 9		
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### **GRANT OF**

### SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of June 30, 2015, is made by CEQUENT PERFORMANCE PRODUCTS, INC., a Delaware corporation ("Cequent Performance"), CEQUENT CONSUMER PRODUCTS, INC., an Ohio corporation ("Cequent Consumer", and together with Cequent Performance and any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of BANK OF AMERICA, N.A., a national banking association, as agent (in such capacity, the "Agent") for the Secured Parties.

### WITNESSETH:

WHEREAS, the Grantors, Horizon Global Corporation ("Parent Borrower" and together with the Grantors and any other Subsidiaries of the Parent Borrower party thereto from time to time as Borrowers, collectively, "Borrowers"), the other Subsidiaries of the Parent Borrower from time to time party thereto, the financial institutions from time to time party thereto as Lenders, and the Agent have entered into that certain Loan Agreement, dated as of June 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Lenders have severally agreed to make extensions of credit and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each other Grantor;

WHEREAS, in connection with the Loan Agreement, the Grantors and certain other subsidiaries of the Parent Borrower have executed and delivered an ABL Guarantee and Collateral Agreement, dated as of June 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors and the other Subsidiaries of the Parent Borrower party thereto pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in all of their right, title and interest in Intellectual Property, including without limitation the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Agent and the Lenders to enter into the Loan

Agreement and to induce the Secured Parties to make their respective extensions of credit and other financial accommodations to the Borrowers thereunder, each Grantor hereby agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement and/or the Guarantee and Collateral Agreement.

SECTION 2. <u>Grant of Security Interest</u>. Each Grantor hereby pledges and grants to the Agent, on behalf of and for the benefit of the Secured Parties, to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, a security interest in all of its right, title and interest in, to and under such Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto), whether now owned by, or hereafter acquired by such Grantor (including under any trade name or derivations thereof).

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent, on behalf of and for the benefit of the Secured Parties, in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the other Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CEQUENT PERFORMANCE PRODUCTS, INC.

By: Name: David G. Rice
Title: Vice President

CEQUENT CONSUMER PRODUCTS, INC.

Name. Jay S. Goldbaum

Title: Vice President, Secretary

**REEL: 005572 FRAME: 0061** 

BANK OF AMERICA, N.A., a national banking association, as Agent

By: Stank Sov

Name: Stank Sov

Title: Stank Sov

[Grant of Security Interest in Trademark Rights]

# Schedule A

# **Trademarks**

	Owner	Trademark	App No.	Reg No.
1.	Cequent Consumer Products, Inc.	AQUA-CLEAR	85/300,749	4,214,870
2.	Cequent Consumer Products, Inc.	BLUE-HANDLED IMPLEMENT	78/528,417	3,263,494
3.	Cequent Consumer Products, Inc.	BOATER'S CHOICE	75/010,364	2,112,774
4.	Cequent Consumer Products, Inc.	BROOM DESIGN	76/269,213	2,658,451
5.	Cequent Consumer Products, Inc.	CARBON FORGED	86/241,197	
6.	Cequent Consumer Products, Inc.	CLEANCO	86/492,098	
7.	Cequent Consumer Products, Inc.	COMFI GRIP	78/324,567	3,053,084
8.	Cequent Consumer Products, Inc.	FAT STRAP	86/365,555	
9.	Cequent Consumer Products, Inc.	GREEN SWEEP & DESIGN	78/433,456	3,234,325
10.	Cequent Consumer Products, Inc.	GRIP-IT	76/584,408	2,987,010
11.	Cequent Consumer Products, Inc.	HARPER	76/201,769	2,573,312
12.	Cequent Consumer Products, Inc.	HARPER & DESIGN	86/010,354	
13.	Cequent Consumer Products, Inc.	HARPER HOUSE DESIGN	78/397,187	3,009,626
14.	Cequent Consumer Products, Inc.	HARPER MAN LOGO	77/003,970	3,412,042
15.	Cequent Consumer Products, Inc.	HEAVY DUTY	78/399,174	3,002,924
16.	Cequent Consumer Products, Inc.	HIGHLAND	76/267,017	2,653,721
17.	Cequent Consumer Products, Inc.	HIGHLAND	77/538,961	3,709,980
18.	Cequent Consumer Products, Inc.	HIGHLAND ON THE GO	77/586,896	3,655,851
19.	Cequent Consumer Products, Inc.	IFIT	85/498,739	4,286,815
20.	Cequent Consumer Products, Inc.	IFLEX	86/133,451	
21.	Cequent Consumer Products, Inc.	LONG REACH DUSTER	78/410,000	3,046,969
22.		MAKING OUR ENVIRONMENT A		
	Cequent Consumer Products, Inc.	PRIORITY	77/655,605	3,785,783
23.	Cequent Consumer Products, Inc.	METAL SHIELD	78/193,805	2,893,902
24.	Cequent Consumer Products, Inc.	METAL SHIELD & DESIGN	78/207,227	3,256,838
25.	Cequent Consumer Products, Inc.	MICROTUBE	77/742,026	3,727,972
26.	Cequent Consumer Products, Inc.	MISCELLANEOUS DESIGN (BROOM)	75/080,015	2,168,833
27.	Cequent Consumer Products, Inc.	PITBULL	77/538,958	3,709,979
28.	Cequent Consumer Products, Inc.	POWRBRACE	75/802,505	2,528,208

	Owner	Trademark	App No.	Reg No.
29.	Cequent Consumer Products, Inc.	POWRWAVE	78/508,370	3,049,757
30.	Cequent Consumer Products, Inc.	PRODUCT CONFIGURATION TRADEMARK (PUSH BROOM)	86/103,909	4,630,082
31.	Cequent Consumer Products, Inc.	PRODUCT CONFIGURATION TRADEMARK APPLICATION (PUSH BROOM)	86/165,796	4,626,506
32.	Cequent Consumer Products, Inc.	RAMP CHAMP	75/783,687	2,550,599
33.	Cequent Consumer Products, Inc.	RAMPARTS	77/539,051	3,678,634
34.	Cequent Consumer Products, Inc.	RED-HANDLED IMPLEMENT	78/528,428	3,257,233
35.	Cequent Consumer Products, Inc.	SPORTWING	85/718,033	4,324,158
36.	Cequent Consumer Products, Inc.	STA-TYTE	73/740,916	1,559,867
37.	Cequent Consumer Products, Inc.	SUREPULL	85/312,085	
38.	Cequent Consumer Products, Inc.	TWIST 'N CLEAN	78/410,641	3,121,621
39.	Cequent Consumer Products, Inc.	VALUE LINE BY HARPER	77/966,406	4,088,485
40.	Cequent Consumer Products, Inc.	W & DESIGN	86/238,568	
41.	Cequent Consumer Products, Inc.	WASHDROPS	77/748,885	3,848,663
42.	Cequent Performance Products, Inc.	ACTIVATOR	74/722,184	1,995,492
43.	Cequent Performance Products, Inc.	ACTIVATOR II	74/722,192	1,999,609
44.	Cequent Performance Products, Inc.	ADVENTURE SYSTEM	85/444,334	4,185,441
45.	Cequent Performance Products, Inc.	BARGMAN	76/013,907	2,593,596
46.	Cequent Performance Products, Inc.	BRAKEMAN	78/132,095	2,741,905
47.	Cequent Performance Products, Inc.	BUILT FOR EXTREMES, DESIGNED FOR EVERYDAY LIFE	78/469,965	3,112,895
48.	Cequent Performance Products, Inc.	D & DESIGN (HITCHBALL)	76/041,877	2,553,893
49.	Cequent Performance Products, Inc.	DRAW TITE	72/324,897	896,780
50.	Cequent Performance Products, Inc.	DRAW-TITE AND DESIGN	366,802	1,250,935
51.	Cequent Performance Products, Inc.	ELECTROTEK	76/014,689	2,519,474
52.	Cequent Performance Products, Inc.	HIDDEN HITCH	77/184,935	3,571,141

	Owner	Trademark	App No.	Reg No.
53.	Cequent Performance Products, Inc.	HIDDEN HITCH	74/117,533	1,734,183
54.	Cequent Performance Products, Inc.	HIDDEN HITCH AND DESIGN	75/898,894	2,486,994
55.	Cequent Performance Products, Inc.	HITCHMATCH	85/708,636	4,397,965
56.	Cequent Performance Products, Inc.	HITCH-PRO	73/647,005	1,496,080
57.	Cequent Performance Products, Inc.	INSTA-HITCH	73/534,537	1,364,375
58.	Cequent Performance Products, Inc.	INTERLOCK	78/315,758	2,973,985
59.	Cequent Performance Products,	INVISI-HITCH		2,913,983
60.	Inc. Cequent Performance Products,		86/453,475	2.020.258
61.	Inc. Cequent Performance Products,	KWIK SLIDE	75/062,400	2,030,258
62.	Inc. Cequent Performance Products,	M.O.V.E. and Design	78/519,869	3,166,254
63.	Inc. Cequent Performance Products,	MODULITE	74/718,839	2,005,912
64.	Inc. Cequent Performance Products,	ON THE BALL ONE WRENCH	75/155,245	2,079,313
65.	Inc. Cequent Performance Products,	TIGHTENING SYSTEM	78/315,759	3,117,914
	Inc. Cequent Performance Products,	P3	77/114,780	3,473,086
66.	Inc. Cequent Performance Products,	P3 and design	77/114,741	3,473,085
67.	Inc. Cequent Performance Products,	PILOT	76/013,910	2,437,085
68.	Inc.	PLATYPUS	78/519,886	3,146,669
69.	Cequent Performance Products, Inc.	POD AND DESIGN	76/014,687	2,549,043
70.	Cequent Performance Products, Inc.	PRIMUS (STYLIZED)	78/649,942	3,119,928
71.	Cequent Performance Products, Inc.	PRO SERIES	85/560,426	4,593,293
72.	Cequent Performance Products, Inc.	PRO SERIES	77/279,377	3,448,400
73.	Cequent Performance Products, Inc.	PRO SERIES	86/464,712	
74.	Cequent Performance Products, Inc.	PRO SERIES & DESIGN	86/464,740	
75.	Cequent Performance Products, Inc.	PRODIGY	76/259,582	2,604,327
76.	Cequent Performance Products, Inc.	REESE	73/301,163	1,246,852
77.	Cequent Performance Products,	REESE	76/378,115	2,668,912

	Owner	Trademark	App No.	Reg No.
	Inc.			
78.	Cequent Performance Products, Inc.	REESE & DESIGN	85/681,696	4,323,415
79.	Cequent Performance Products, Inc.	REESE POWER SPORTS	85/526,119	
80.	Cequent Performance Products, Inc.	REESE TOWPOWER (STYLIZED OR WITH DESIGN)	78/267,315	3,051,535
81.	Cequent Performance Products, Inc.	REMOV-A-BALL	75/199,486	2,272,639
82.	Cequent Performance Products, Inc.	REMOV-A-BALL AND DESIGN	75/528,880	2,297,833
83.	Cequent Performance Products, Inc.	ROLA	78/256,737	2,983,930
84.	Cequent Performance Products, Inc.	SHUR-SET III (STYLIZED)	76/014,670	2,535,727
85.	Cequent Performance Products, Inc.	STEADI-FLEX	85/970,569	
86.	Cequent Performance Products, Inc.	STRAIT-LINE	78/177,932	2,867,881
87.	Cequent Performance Products, Inc.	TEKONSHA	73/693,854	1,494,963
88.	Cequent Performance Products, Inc.	TESTED TOUGH	77/921,036	4,056,918
89.	Cequent Performance Products, Inc.	THE GOOSE	78/173,440	3,114,795
90.	Cequent Performance Products, Inc.	TITAN	77/481,058	3,557,120
91.	Cequent Performance Products, Inc.	T-ONE	74/349,288	1,791,440
92.	Cequent Performance Products, Inc.	T-ONE AND DESIGN	74/349,195	1,791,438
93.	Cequent Performance Products, Inc.	TOW READY	78/804,015	3,361,120
94.	Cequent Performance Products, Inc.	ULTRA FRAME	78/895,386	3,222,711
95.	Cequent Performance Products, Inc.	VOYAGER	76/010,090	2,427,095
96.	Cequent Performance Products, Inc.	WESBAR	73/636,191	1,493,912
97.	Cequent Performance Products, Inc.	WESBAR (STYLIZED)	75/627,976	2,550,410
98.	Cequent Performance Products, Inc.	WESBARG	86/387,695	
99.	Cequent Performance Products, Inc.	WESBARG & DESIGN	86/387,697	
100.	Cequent Performance Products, Inc.	ZCI	85/913,306	
101.	Cequent Performance Products,	ZCI ZERO CONTACT	85/925,394	

	Owner	Trademark	App No.	Reg No.
	Inc.	INTERFACE & DESIGN		
102.	Cequent Performance Products, Inc Trailer Division	BULLDOG	75/264,844	2,394,523
103.	Cequent Performance Products, Inc Trailer Division	BULLDOG WINCH & DESIGN	78/963,365	3,455,827
104.	Cequent Performance Products, Inc Trailer Division	BX1	86/037,941	4,505,002
105.	Cequent Performance Products, Inc Trailer Division	F2	77/541,433	3,883,365
106.	Cequent Performance Products, Inc Trailer Division	FAS-LOK	73/669,929	1,474,898
107.	Cequent Performance Products, Inc Trailer Division	FULTON	76/299,232	2,765,091
108.	Cequent Performance Products, Inc Trailer Division	MISCELLANEOUS DESIGN (SHAPE OF FORGED COUPLER)	76/030,903	2,619,566
109.	Cequent Performance Products, Inc Trailer Division	TRAILER KEEPER	75/202,111	2,215,138
110.	Cequent Performance Products, Inc Trailer Division	VELOCITY SERIES	86/254,977	
111.	Cequent Performance Products, Inc Trailer Division	WEDGE-LATCH	76/224,196	2,843,448
112.	Cequent Performance Products, Inc Trailer Division	XLT	75/201,173	2,184,856
113.	Cequent Consumer Products, Inc.	SUREPULL	86/631,160	
114.	Cequent Consumer Products, Inc.	HARPER QUALITY	77/003,970	3,412,042
115.	Cequent Consumer Products, Inc.	MICROWOOL	77/376,528	3,588,594
116.	Cequent Performance Products, Inc.	SERIES 51	74/501,422	1,879,667
117.	Cequent Performance Products, Inc.	SHADOWMOUNT	74/377,844	1,848,178
118.	Cequent Trailer Products, Inc.	SPORTRAMP	75/070,619	2,160,824
119.	Cequent Trailer Products, Inc.	НВ	72/317,840	0,923,108

**RECORDED: 07/08/2015**