

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356227

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

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	3005053	ADVANCED POWER SYSTEM
Registration Number:	2909719	DIESEL DYNAMICS
Registration Number:	3231310	E-CURVE
Registration Number:	2278834	HELI-CORE
Registration Number:	3277016	LAZER GAUGE
Registration Number:	3089580	MICRO TUNER
Registration Number:	2299279	MSD
Registration Number:	3155939	MSD 6ALN
Registration Number:	3155937	MSD IGNITION RACING
Registration Number:	3124493	MSD POWERSPORTS
Registration Number:	2424645	MSD PRO-DATA
Registration Number:	2339620	PRO MAG
Registration Number:	3319112	SF STREET FIRE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3427307	SF STREET FIRE
Registration Number:	2431063	SUPER CONDUCTOR
Registration Number:	3133800	TCD
Registration Number:	2915647	THERMINATOR
Registration Number:	3155938	MSD IGNITION
Registration Number:	3190745	MSD IGNITION
Registration Number:	4254904	ATOMIC EFI
Registration Number:	4385623	DYNAFORCE
Registration Number:	4394055	DYNAFORCE
Registration Number:	4180888	MSD
Registration Number:	3360209	DASHHAWK
Registration Number:	1656136	RACEPAK
Registration Number:	3214574	G2X
Registration Number:	3718910	G2XPRO
Serial Number:	85618184	DYNAFORCE
Serial Number:	85637214	DYNAFORCE
Serial Number:	85932691	NERV
Serial Number:	86031667	BRAINWAVE
Serial Number:	85702638	REDLINK
Registration Number:	4254006	SMARTWIRE
Registration Number:	4254059	SMARTWIRE
Registration Number:	3114255	ATTITUDE
Registration Number:	3049069	EDGE
Registration Number:	3125691	EDGE PRODUCTS
Registration Number:	3117080	JUICE
Registration Number:	3153781	TRAIL JAMMER
Registration Number:	3717227	EDGE RACING
Registration Number:	3936081	MAINTENANCE MANAGER
Registration Number:	4024312	MAINTENANCE MANAGER
Registration Number:	3717226	EDGE RACING
Registration Number:	4063502	MILEAGE COACH
Registration Number:	4185581	VIVID PAQ
Registration Number:	4255150	IHAWK
Registration Number:	4332592	VIGILANTE
Registration Number:	4333769	VIVID
Registration Number:	4333770	VIVID LINQ
Registration Number:	4316083	TRAILDASH
Serial Number:	85337850	POWERTEQ

Property Type	Number	Word Mark
Serial Number:	85514103	POWERTEQ
Serial Number:	85527537	EDGE
Registration Number:	3445708	CORTEX
Registration Number:	3352887	FLASHPAQ
Registration Number:	3356808	FLASHPAQ
Registration Number:	3241136	SUPERCHIPS
Registration Number:	3081307	SUPERCHIPS INC.
Registration Number:	1876383	SUPER CHIP
Registration Number:	3912662	SUPERCHIPS RACING
Registration Number:	3696241	MILEAGE XS

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: 22nd 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: 8

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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 MSD LLC, a Delaware limited liability company and Powerteq, LLC, a Delaware limited liability company (the “**Grantors**”). 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 Grantors and the Secured Party are parties to that certain Trademark Security Agreement dated as of December 16, 2013 (as amended, restated or otherwise modified through the date hereof, the “**Security Agreement**”), pursuant to which the Grantors 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 5236 and Frame 0226 on March 12, 2014; and

WHEREAS, Grantors have 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.

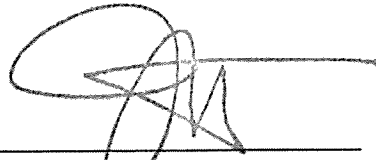
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. The Secured Party does hereby terminate the Security Agreement and terminate, release, discharge and reassigns to the Grantors 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: 005630 FRAME: 0047**

SCHEDULE I**Trademarks****U.S. Trademarks****MSD LLC**

Trademark	Reg. Number	Application Number
ADVANCED POWER SYSTEM	3,005,053	78/360,255
DIESEL DYNAMICS	2,909,719	76/521,743
E-CURVE	3,231,310	78/662,575
HELI-CORE	2,278,834	75/387,929
LAZER GAUGE	3,277,016	78/669,603
MICROTUNER	3,089,580	78/500,295
MSD	2,299,279	75/386,327
MSD 6ALN	3,155,939	76/653,267
MSD IGNITION RACING	3,155,937	76/653,229
MSD POWERSPORTS	3,124,493	78/431,739
MSD PRO-DATA	2,424,645	75/732,246
PRO MAG	2,339,620	75/386,295
SF STREET FIRE	3,319,112	76/647,113
SF STREET FIRE & DESIGN	3,427,307	76/647,112
SUPER CONDUCTOR	2,431,063	75/801,779
TCD	3,133,800	78/360,316
THERMINATOR	2,915,647	76/521,727

MSD IGNITION	3,155,938	76/653,230
MSD IGNITION	3,190,745	76/653,268
Atomic EFI (words only)	4,254,904	85/411,166
Dynaforce & Design (class 7)	4,385,623	85/979,522
Dynaforce (words)- class 7	4,394,055	85/979,512
MSD & Design (new logo)	4,180,888	85/446,901
DASHHAWK (stylized)	3,360,209	76/665,724
RACEPAK	1,656,136	74/103,609
G2X & DESIGN	3,214,574	76/655,669
G2XPRO	3,718,910	76/655,674
Dynaforce (words)- Class 9		85/618,184
Dynaforce & Design (Class 9)		85/637,214
Nerv		85/932,691
Brainwave		86/031,667
Redlink		85/702638
Smartwire (words only)	4,254,006	85/607,058
Smartwire & Design	4,254,059	85/616,255

Powerteq LLC

Trademark	Reg. Number	Application Number
ATTITUDE (words only)	3,114,255	78/676,943
EDGE (words only)	3,049,069	78/436,078

EDGE PRODUCTS & DESIGN	3,125,691	78/436,082
JUICE	3,117,080	78/682,250
TRAIL JAMMER	3,153,781	78/743,163
Edge Racing	3,717,227	76/697,262
Maintenance Mgr (words only)	3,936,081	85/144,684
Maintenance Mgr & design	4,024,312	76/706,143
Edge Racing & Design	3,717,226	76/697,244
MILEAGE COACH*	4,063,502	76/691,283
VIVID Paq	4,185,581	85/474,529
IHAWK (words only)	4,255,150	85/472,108
VIGILANTE	4,332,592	85/472,128
VIVID & Design	4,333,769	85/586,856
VIVID LINQ & Design	4,333,770	85/586,936
TrailDash	4,316,083	85/644,973
Powerteq		85/337,850
Powerteq		85/514,103
Edge (words only)		85/527,537
CORTEX & DESIGN	3,445,708	76/679,980
FLASHPAQ	3,352,887	76/645,242
FLASHPAQ & DESIGN	3,356,808	76/645,285
SUPERCHIPS	3,241,136	76/663,073
SUPERCHIPS, INC.	3,081,307	76/615,633

SUPER	1,876,383	74/378,396
Superchips Racing & Design	3,912,662	76/703,244
MILEAGE XS & DESIGN	3,696,241	76/691,311
Superchips Racing	3,912,662	76/703,244

Non-U.S. Trademarks

MSD LLC

Trademark	Reg. Number	Application Number	Country
MSD IGNITION	TMA 745,414	1,313,479	Canada
MSD POWERSPORTS	TMA 746,431	1,313,481	Canada
MSD POWERSPORTS	986,685	795131	Mexico
MSD POWERSPORTS	1,039,198	845144	Mexico
MSD IGNITION	901,715	A0005270	Int'l
MSD POWERSPORTS	904,228	A0005271	Int'l
MSD IGNITION	1,016,951	795130	Mexico
MSD IGNITION	1,019,617	845145	Mexico
MSD Ignition & Design	9,308,183	9308183	China
MSD & Design (new Logo)	1,116,690	A0028138/1,116,690	European Union
MSD & Design (new Logo)			China
MSD & Design (new Logo)	TMA848,457	1,568,761	Canada
MSD & Design (new Logo)	1,334,267	1334267	Mexico

MSD Ignition	901715	901715	South Korea
Atomic EFI			Madrid Protocol
Atomic EFI	1,097,556	1097556	United Kingdom
Atomic EFI	1,463,529	1097556	Australia
Atomic EFI		1097556	Germany
Atomic EFI			Canada
Atomic EFI	1,310,617	1310617	Mexico
Atomic EFI		849659	New Zealand
RACEPAK	TMA747,138	1,313,482	Canada
RACEPAK	893,600	A0005272	UK
RACEPAK	893,600	A0005272	IR/Hungary
RACEPAK	893,600	A0005273	Ireland
RACEPAK	893,600	A0005272	Australia
RACEPAK	893,600	MP893600	Denmark
RACEPAK			Germany
RACEPAK	893,600	987/592840901	Lithuania
Smartwire (words only)	1,155,142	1155142	WIPO
RACEPAK	957,235	795,132	Mexico

Powerteq LLC

Trademark	Reg. Number	Application Number	Country
EDGE	845,293	845,293	Int'l
EDGE PRODUCTS & DESIGN	854,048	854,048	Int'l
Edge (words only)		1,581,338	Canada
Powerteq (words only)	TMA861,904	1,561,218	Canada
Powerteq & Design	TMA861,905	1,561,219	Canada

SUPERCHIPS	TMA745,493	1,313,487	Canada
SUPERCHIPS	893,033	A0005427	Int'l
SUPERCHIPS (New Zealand) (word)	681,796	681,796	New Zealand
Superchips Racing	TMA814,179	1,502,830	Canada
Superchips Racing		1133172	Mexico