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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3314183

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------------------------|----------------|
| BNP PARIBAS, AS COLLATERAL AGENT | 04/15/2015 |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------------|
| Name: | LIFETIME INDUSTRIES, INC. |
| Street Address: | 600 SOUTH MCCLURE ROAD |
| City: | MODESTO |
| State/Country: | CALIFORNIA |
| Postal Code: | 95357 |
| Name: | LTI FLEXIBLE PRODUCTS, INC. |
| Street Address: | 600 SOUTH MCCLURE ROAD |
| City: | MODESTO |
| State/Country: | CALIFORNIA |
| Postal Code: | 95357 |

PROPERTY NUMBERS Total: 14

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 6966590 |
| Patent Number: | 7614676 |
| Patent Number: | 7614677 |
| Patent Number: | 7540116 |
| Patent Number: | 8382124 |
| Patent Number: | 8366168 |
| Patent Number: | 8408625 |
| Patent Number: | D697640 |
| Application Number: | 14160122 |
| Patent Number: | 8870190 |
| Application Number: | 14242002 |
| Application Number: | 61977874 |
| Application Number: | 61912687 |
| Application Number: | 61753985 |

CORRESPONDENCE DATA**Fax Number:** (302)636-5454*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:** 202-408-3121 X62348**Email:** jpaterso@cscinfo.com**Correspondent Name:** CORPORATION SERVICE COMPANY**Address Line 1:** 1090 VERMONT AVENUE NW, SUITE 430**Address Line 4:** WASHINGTON, D.C. 20005

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|---------------------------|---------------|
| NAME OF SUBMITTER: | JEAN PATERSON |
|---------------------------|---------------|

| | |
|-------------------|-------|
| SIGNATURE: | /jep/ |
|-------------------|-------|

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|---------------------|------------|
| DATE SIGNED: | 04/16/2015 |
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Total Attachments: 7

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of the date of the signature page hereto (this "**Release**"), is made by BNP Paribas ("**BNP Paribas**"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Lenders and the L/C Issuers and the other Secured Parties (each as defined in the Credit Agreement referred to below), in favor of Lifetime Industries, Inc. and LTI Flexible Products, Inc. (the "**Grantors**").

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, the Guaranty and Security Agreement, or the Patent Security Agreement (each as defined below).

WITNESSETH:

WHEREAS, the Agent and Grantors are parties to that certain Credit Agreement, dated as of May 1, 2014 (as amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Guaranty and Security Agreement, dated as of May 1, 2014 (as amended, restated, supplemented or otherwise modified, the "**Guaranty and Security Agreement**") and Patent Security Agreement, dated as of May 1, 2014 (as amended, restated, supplemented or otherwise modified, the "**Patent Security Agreement**").

WHEREAS, pursuant to the Credit Agreement and the Guaranty and Security Agreement, Grantors granted Agent a security interest in the Collateral (as defined in the Guaranty and Security Agreement), including the Intellectual Property Collateral (as defined below).

WHEREAS, pursuant to the Patent Security Agreement, Grantors granted Agent a security interest in the Patent Collateral (as defined in the Patent Security Agreement) in conjunction with the security interest granted pursuant to the Credit Agreement and the Guaranty and Security Agreement.

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on May 5, 2014 at Reel/Frame No. 32817/0088.

WHEREAS, the Agent and Grantors desire that the Agent terminate and release its security interest in all right, title and interest of the Grantors in, to and under any and all intellectual property and proprietary rights throughout the world (whether registered or unregistered) and corresponding goodwill and other rights of Grantors, including all Intellectual Property (as defined in the Credit Agreement), IP Ancillary Rights (as defined in the Credit Agreement) and Patent Collateral (including the patents, provisionals and patent applications set forth on Schedule A hereto) (collectively, the "**Intellectual Property Collateral**").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse, its security interest in all right, title and interest of the Grantors in, to and under all of the Intellectual Property Collateral, and reassigns and transfers any right, title and interest that the Agent may have in, to and under all of the foregoing to the Grantors.

The Agent hereby authorizes the Grantors, or the Grantors' authorized representative to record this Release with the United States Patent and Trademark Office.

This Release may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive.

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 INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.


[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this RELEASE OF INTELLECTUAL
PROPERTY SECURITY INTEREST as of the date written below.

Made this 15th day of April 2015.

BNP PARIBAS

By



Name: **Yumiko Liczniersk**
Title: **Director**

By

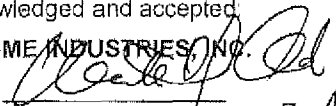


Name: **Jeremie Braoude**
Title: **Vice President**

Acknowledged and accepted,

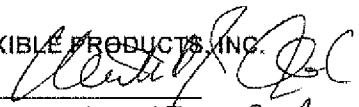
LIFETIME INDUSTRIES, INC.

By


Name: MITCHELL F. ANGELO
Title: PRESIDENT & CEO

Signature Page to Release of Intellectual Property Security Interest

PATENT
REEL: 035428 FRAME: 0120

LTI FLEXIBLE PRODUCTS, INC.
By 
Name: MIRELLA F. AIELLO
Title: PRESIDENT & CEO

Signature Page to Release of Intellectual Property Security Interest

**SCHEDULE A
TO
RELEASE OF INTELLECTUAL PROPERTY
SECURITY INTEREST**

Patents, Provisionals and Patent Applications

| | Title | Jurisdiction | Application Number | Application Date | Patent or Publication Number | Patent or Publication Date |
|-----|--|---------------------|---------------------------|-------------------------|-------------------------------------|-----------------------------------|
| 1. | TWO-PART SEAL FOR A SLIDE-OUT ROOM | United States | 10/712937 | 11/13/2003 | 6966590 | 11/22/2005 |
| 2. | RESILIENT SEAL FOR MOBILE LIVING QUARTERS | United States | 11/466235 | 8/22/2006 | 7614676 | 11/10/2009 |
| 3. | SEAL ASSEMBLY FOR MOBILE LIVING QUARTERS | United States | 11/621457 | 1/9/2007 | 7614677 | 11/10/2009 |
| 4. | TRIM AND SEAL ASSEMBLIES FOR VEHICLE WITH SLIDE OUT ROOM AND METHOD OF MANUFACTURE | United States | 11/286703 | 11/23/2005 | 7540116 | 6/2/2009 |
| 5. | CORNER SEAL DEVICE | United States | 12/849411 | 8/3/2010 | 8382124 | 2/26/2013 |
| 6. | OVERLAPPING COMPLEMENTARY BULB SEAL | United States | 13/306644 | 11/29/2011 | 8366168 | 2/5/2013 |
| 7. | CORNER SEAL | United States | 13/298964 | 11/17/2011 | 8408625 | 4/2/2013 |
| 8. | OVERLAPPING SEAL | United States | 29/429820 | 8/17/2012 | D697640 | 1/14/2014 |
| 9. | ADJUSTABLE RESILIENT SEAL WITH BENDABLE BULB PORTIONS | United States | 14/160122 | 1/21/2014 | 20140203522 | 7/24/2014 |
| 10. | TONNEAU COVER SEAL | United States | 13/189093 | 7/22/2011 | 8870190 | 10/28/2014 |
| 11. | EDGE SEAL WITH SIDEWALL SEAL | United States | 14/242002 | 4/1/2014 | | |
| 12. | SLIDE OUT SEAL WITH BOX TUNNEL | United States | 61/977874 | 4/10/2014 | | |
| 13. | COMBINATION SPLASH SEAL AND WEAR BAR | United States | 61/912687 | 12/6/2013 | | |

| | Title | Jurisdiction | Application Number | Application Date | Patent or Publication Number | Patent or Publication Date |
|-----|---|---------------------|---------------------------|-------------------------|-------------------------------------|-----------------------------------|
| 14. | ADJUSTABLE RESILIENT SEAL WITH BENDABLE BULB PORTIONS | United States | 61/753985 | 1/18/2013 | | |