

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Collateral Agent		03/15/2016	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Total Plastics, Inc.		
Street Address:	2810 North Burdick Street		
City:	Kalamazoo		
State/Country:	MICHIGAN		
Postal Code:	49004		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2112867	TOTAL PLASTICS, INC.	
Registration Number:	2120410	TPI	
Registration Number:	3080973	THE PLASTICS STORE	
Registration Number:	3088906	THE PLASTICS STORE	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>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.</i>			
Phone:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	15170-4		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	03/20/2016		

CH \$115.00 2112867

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

This Trademark Release and Reassignment is made and effective as of March 15, 2016, by **U.S. BANK NATIONAL ASSOCIATION**, as Collateral Agent (the "Grantee") under a Security Agreement (described more fully below), in favor of **TOTAL PLASTICS, INC.**, a Michigan corporation (the "Grantor").

WHEREAS, Grantor executed in favor of Grantee (i) that certain Pledge and Security Agreement dated as of December 15, 2011 (the "Security Agreement"; capitalized terms which are not defined herein have the meaning given to such terms in the Security Agreement), and (ii) that certain Grant of Security Interest in United States Trademarks ("Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 16, 2011 at Reel 004681, Frame 0326 against the Marks set forth on Schedule A thereto;

WHEREAS, Grantor has requested that Grantee release its security interest in and lien on all of Grantor's right, title and interest in, to and under the Marks and reassign the same to Grantor; and

WHEREAS, Grantee has agreed to release the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Marks and reassign the same to Grantor.

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

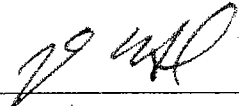
1. Grantee, on behalf of itself and the Lenders, hereby terminates the Trademark Security Agreement and releases its security interest in and lien on all of Grantor's right, title and interest in and to (i) the Marks, including, without limitation, the trademark registrations and trademark applications set forth on **Schedule 1** attached hereto, (ii) all proceeds (as such term is defined in the Uniform Commercial Code of the State of New York as in effect from time to time) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date thereof for infringement of any of the Marks or unfair competition regarding the same.

2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, all of Grantee's right, title and interest (if any) in and to (i) the Marks, (ii) all proceeds (as such term is defined in the Uniform Commercial Code of the State of New York as in effect from time to time) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date thereof for infringement of any of the Marks or unfair competition regarding the same.

3. This Trademark Release and Reassignment is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

Executed on the 15th day of March, 2016.

U.S. BANK NATIONAL ASSOCIATION,
Collateral Agent and Grantee

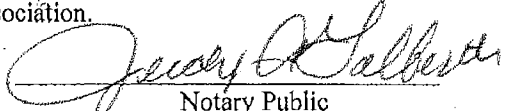
By: 
Name: Joshua A. Hahn
Title: Vice President

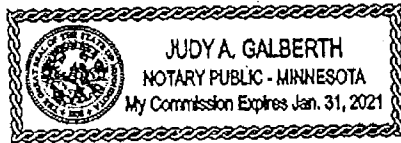
Trademark Release and Reassignment

TRADEMARK
REEL: 005753 FRAME: 0786

STATE OF Minnesota)
)
COUNTY OF Ramsey) SS.

The foregoing instrument was acknowledged before me this 5th day of March, 2016 by Joshua A. Hahn, the Vice President of U.S. Bank, a United States National Banking Association, on behalf of said banking association.


Notary Public



Trademark Release and Reassignment

TRADEMARK
REEL: 005753 FRAME: 0787

SCHEDULE 1

MARK	REG. NO.	REG. DATE
TOTAL PLASTICS, INC.	2,112,867	11/11/1997
TPI	2,120,410	12/9/1997
THE PLASTICS STORE	3,080,973	4/11/2006
THE PLASTICS STORE	3,088,906	5/2/2006