


Form PTO-1594 (Rev. 01-09)
 OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

| 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. | |
| 1. Name of conveying party(ies): PNC Bank, National Association <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 Banking Association</u> Citizenship (see guidelines) <u>USA</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Grindmaster Corporation</u> Internal _____ Address: _____ Street Address: <u>380 N Old Woodward Ave., Ste 314</u> City: <u>Birmingham, MI 48009</u> State: <u>MI</u> Country: <u>USA</u> Zip: <u>48009</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>USA (Delaware)</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) |
| 3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>August 19, 2009</u> <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>Termination of Security Agreement</u> | |
| 4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No. (s) _____ B. Trademark Registration No. (s) _____ <div style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div> | |
| C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____ _____ _____ | |
| 5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Mark B. James</u> Internal Address: _____ Street Address: <u>380 N Old Woodward Ave., Ste 300</u> City: <u>Birmingham</u> State: <u>MI</u> Zip: <u>48009</u> Phone Number: <u>(248) 642-0333</u> Fax Number: <u>(248) 642-0856</u> Email Address: <u>mjames@wvrplaw.com</u> | 6. Total number of applications and registrations involved: 29 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>740.00</u> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number _____ Authorized User Name _____ |
| 9. Signature: _____ 9/3/2009 <div style="text-align: center; margin-left: 150px;">  Signature Date </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Name of Person Signing Total number of pages including cover sheet, attachments, and document: 9 </div> | |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$690.00 78456901

SCHEDULE A
to
Termination and Release of Trademark and License Security Agreement

| COUNTRY | REFERENCE# | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|---|---------------|------------|------------|------------|-----------|------------|---------|
| A stylized UNITED STATES | OO1TW/00055-A | 12/2/1983 | 73/455,280 | 12/4/1984 | 1,307,916 | REGISTERED | 11 |
| ACCUBREW UNITED STATES | 001TW/00080 | 7/26/2004 | 78/456,901 | | | ALLOWED | 011 |
| ADJUSTACUP UNITED STATES | 001TW/00079 | 7/26/2004 | 78/456,892 | | | ALLOWED | 011 |
| AMERICAN METAL WARE with stylized A UNITED STATES | 001TW/00055 | 11/26/1999 | 75/858,210 | 3/12/2002 | 2,645,849 | REGISTERED | 11,21 |
| BREWCONTROL UNITED STATES | 001TW/00089 | 4/28/2004 | 78/409,612 | | | ALLOWED | 011 |
| WIPO | 001TW/00072 | | | 7/27/2004 | 840601 | REGISTERED | 011 |
| CDE CONNECTABLE DIGITAL ELECTRONICS plus design UNITED STATES | 001TW/00060 | 12/30/2002 | 76/479,058 | | | ALLOWED | 007,011 |
| COLUMBIA UNITED STATES | 001TW/00048 | 6/5/1997 | 75/304,048 | 5/11/1999 | 2,245,048 | REGISTERED | 11 |
| CRATHCO UNITED KINGDOM | 001TW/00023 | 12/8/1986 | 86,044 | 12/8/1986 | 1295060 | REGISTERED | 11 |
| UNITED STATES | 001TW/00019 | 5/23/1983 | 427,216 | 6/19/1984 | 1,282,357 | REGISTERED | 11 |
| CRATHCO logo UNITED STATES | 001TW/00015 | 7/20/1990 | 74/080,087 | 10/22/1991 | 1,661,613 | REGISTERED | 11 |
| EASYPOD UNITED STATES | 001TW/00078 | 7/26/2004 | 78/456,875 | | | ALLOWED | 011 |
| ESPRESSIMO UNITED STATES | 001TW/00042 | 7/26/1993 | 74/418,319 | 12/27/1994 | 1,870,466 | REGISTERED | 11 |
| GRIND' N BREW UNITED STATES | 001TW/00057 | 4/16/2001 | 76/240,977 | 12/3/2003 | 2,655,857 | REGISTERED | 011 |
| GRINDMASTER UNITED STATES | 001TW/00010 | 1/19/1970 | 72/354,568 | 9/21/1971 | 920,629 | REGISTERED | 07 |
| UNITED STATES | 001TW/00016 | 4/9/1992 | 74/264,100 | 2/2/1993 | 1,750,028 | REGISTERED | 11 |
| GRINDMASTER CORPORATION plus design UNITED STATES | 001TW/00062 | 8/14/2003 | 76/540,378 | | | ALLOWED | 009 |
| MINI-QUAD UNITED STATES | 001TW/00006 | 1/23/1991 | 74/132,841 | 3/10/1992 | 1,678,406 | REGISTERED | 11 |
| MINI-TWIN UNITED STATES | 001TW/00007 | 3/21/1985 | 527,927 | 11/12/1985 | 1,370,017 | REGISTERED | 11 |

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|----------------------|-------------|-----------|------------|-----------|-----------|------------|---------|
| OPOD | | | | | | | |
| UNITED STATES | 001TW/00065 | 2/23/2004 | 76/577,819 | | | ALLOWED | 011 |
| WIPO | 001TW/00071 | | | 7/27/2004 | 840599 | REGISTERED | 009 |
| PRECISIONBREW | | | | | | | |
| UNITED STATES | 001TW/00070 | 4/28/2004 | 78/409,586 | | | ALLOWED | 011 |
| UNITED STATES | 001TW/00067 | 8/26/2005 | 78/701,085 | | | PENDING | 011 |
| WIPO | 001TW/00073 | | | 7/27/2004 | 840597 | REGISTERED | 011 |
| REFYNE | | | | | | | |
| UNITED STATES | 001TW/00066 | 1/26/2004 | 78/357,616 | | | ALLOWED | 007,011 |
| WIPO | 001TW/00076 | | | 8/9/2004 | 845713 | REGISTERED | 007,011 |
| SHUTTLE | | | | | | | |
| UNITED STATES | 001TW/00047 | 6/5/1997 | 75/304,235 | 2/16/1999 | 2,223,719 | REGISTERED | 21 |
| SMARTCUP | | | | | | | |
| UNITED STATES | 001TW/00081 | 7/26/2004 | 78/456,907 | | | PENDING | 011 |
| THE BUBBLER | | | | | | | |
| UNITED STATES | 001TW/00077 | 7/26/2004 | 78/456,918 | | | ALLOWED | 11 |
| WILCH | | | | | | | |
| UNITED STATES | 001TW/00049 | 4/15/1997 | 75/274,989 | 5/26/1998 | 2,160,342 | REGISTERED | 11 |

**TERMINATION AND RELEASE
OF
TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF TRADEMARK AND LICENSE SECURITY AGREEMENT (the "*Release*"), dated as of August 18, 2009, is made by and between GRINDMASTER CORPORATION, a Delaware corporation (the "*Grantor*"), and PNC BANK, NATIONAL ASSOCIATION, ("*PNC*") as agent for the Lenders referred to below (PNC, in such capacity, the "*Agent*"), under the Trademark Agreement (as defined herein).

WHEREAS, Agent, certain financial institutions from time to time a party thereto (the "*Lenders*"), Crathco, Ltd., a limited company organized under the laws of Thailand ("*Crathco*"), Grindmaster Holding Company, a Delaware corporation ("*Holding*"), and the Grantor entered into that certain Revolving Credit, Term Loan and Security Agreement (the "*Credit Agreement*"), dated March 22, 2006;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor and Agent entered into that certain Trademark and License Security Agreement (the "*Trademark Agreement*"), dated as of March 22, 2006, and recorded with the U.S. Patent and Trademark Office on April 24, 2006 at (Trademark Reel 003295 and Frame 0487), the Grantor granted to the Agent and Lenders a security interest in and lien on, and collaterally assigned to the Agent, for its benefit and the ratable benefit of the Lenders, all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Schedule A attached hereto (such trademarks referred to herein as the "*Named Trademarks*"); and

WHEREAS, the Agent, for itself and the Lenders, has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Grantor hereby agree as follows:

1. **Release and Assignment.** The Agent, for itself and for the benefit of the Lenders, hereby terminates and releases its security interest in and lien on all of the Grantor's Named Trademarks, and the Agent hereby assigns and transfers to the Company, without recourse, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.

2. **Acknowledgment and Acceptance.** The Grantor hereby acknowledges and accepts the foregoing release and assignment by the Agent.

3. **Counterparts.** This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

(Executed on following page(s))

IN WITNESS WHEREOF, the Agent and the Grantor have executed this Release, to take effect as of the date first set forth above.

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Susanna Siskind
Its: Vice President

Accepted:

GRINDMASTER CORPORATION

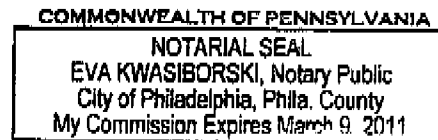
By: _____
Name: Robert A. Poe
Its: President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
)ss.
COUNTY OF PHILADELPHIA)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19 day of August, 2009, personally appeared Susanna Siskind to me known personally, and who, being by me duly sworn, deposes and says that she is a Vice President of PNC Bank, and that said instrument was signed and sealed on behalf of said corporation and said officer acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
_____, Notary Public
State of PENNSYLVANIA County of PHILA
Acting in PHILA County
My commission expires:



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| BREWCONTROL | | | | | | | |
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| THE BUBBLER | | | | | | | |
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| WILCH | | | | | | | |
| UNITED STATES | 001TW/00049 | 4/15/1997 | 75/274,989 | 5/26/1998 | 2,160,342 | REGISTERED | 11 |