

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		04/19/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Plews, Inc.
Street Address:	1550 Franklin Grove Road
City:	Dixon
State/Country:	ILLINOIS
Postal Code:	61021
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3173122	AMFLO
Registration Number:	941821	AMFLO
Registration Number:	3031905	CAM-CURE
Registration Number:	1755311	CAM-CURE
Registration Number:	923075	CAMEL
Registration Number:	832210	CAMEL
Registration Number:	709358	CHEMBOND
Registration Number:	1725002	COMBO COUPLER
Registration Number:	923036	EDELMANN
Registration Number:	2575368	EDELMANN
Registration Number:	2043968	HI FLO
Registration Number:	1419701	LMX
Registration Number:	1700556	LUBE TUBE
Registration Number:	3859120	LUBRIMAGIC

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Registration Number:	1173844	LUBRIMATIC
Registration Number:	1275583	MARINE CORROSION CONTROL
Registration Number:	3859248	PERMA-STRIP PATCH
Registration Number:	2949536	PLEWS LUBRIMATIC
Registration Number:	985353	POWERCRAFT
Registration Number:	1565442	PRO TUFF
Registration Number:	3803540	PRO TUFF
Registration Number:	3848372	RHINOHIDE
Registration Number:	2331073	SYRACUSE
Registration Number:	2482018	TRU-FLATE
Registration Number:	1610369	TRU-FLATE
Registration Number:	820599	ULTRA LUBE
Serial Number:	77817745	LUBRIMATIC GREEN

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	343995-00001
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	04/22/2011

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of April 19, 2011 ("Effective Date") by Citicorp USA, Inc. and its successors, assigns and other legal representatives (in its capacity as Collateral Agent (as defined below)) in favor of Plews, Inc., a Delaware corporation (the "Grantor").

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 27, 2010, as amended and restated on August 6, 2010, as amended and restated on September 21, 2010, as amended on September 28, 2010 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Tomkins, LLC (formerly Pinafore, LLC) and Tomkins, Inc. (formerly Pinafore, Inc.) (the "Borrowers"), the Guarantors party thereto from time to time (including the Grantor), Citibank, N.A., as Administrative Agent, Citicorp USA, Inc., as Collateral Agent (the "Collateral Agent"), each lender from time to time party thereto and the other parties thereto;

WHEREAS, pursuant to the terms and conditions of that certain U.S. Security Agreement, dated as of July 27, 2010, as amended and restated on September 21, 2010 and as supplemented on September 29, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the grantors identified therein in favor of the Collateral Agent, Grantor granted to the Collateral Agent a continuing security interest in and to all of its right, title and interest in and to certain Collateral, including, without limitation, the trademark registrations and applications set forth on Schedule A hereto together with the goodwill associated therewith (collectively, the "Trademarks"). Capitalized terms used herein without definition are used as defined in the Security Agreement or the Credit Agreement, as applicable;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantor, certain of its affiliates and the Collateral Agent entered into a Trademark Security Agreement, dated as of September 29, 2010 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on December 29, 2010, at Reel 4439, Frame 0608;

WHEREAS, pursuant to the terms of that that certain Stock Purchase Agreement (the "Purchase Agreement") dated as of March 4, 2011, by and among Tomkins Automotive Holding Co. (the "Seller") and Basil Tree Holdings, LLC (the

“Buyer”), Seller is, among other things, selling all of the issued and outstanding capital stock (the “Shares”) of the Grantor, a wholly-owned subsidiary of the Seller (the “Sale”); and

WHEREAS, the Collateral Agent has agreed to terminate and release the entirety of its security interest in and to the Grantor’s Trademarks, effective simultaneously with the consummation of the Sale;

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

1. Release of Security Interest. The Collateral Agent hereby terminates its security interest in the Grantor’s Trademarks that were pledged pursuant to the Trademark Security Agreement, and terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Grantor’s Trademarks together with the goodwill associated therewith, such actions to be evidenced by delivery of this Release, executed on behalf of the Collateral Agent, to the Seller or its designee.

2. Assignment of Rights. If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Trademarks or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Grantor.

3. Further Assurances. The Collateral Agent shall take all further actions, reasonably acceptable to the Collateral Agent, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor, each at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CITICORP USA, INC.,
as Collateral Agent

By: *Sarah Turner*

Name:

Title:

Sarah Turner, CCM
Senior Vice President
Global Industrials Group
388 Greenwich Street
New York, NY 10013
212-816-2933

[Trademark Release (Plews, Inc.)]

TRADEMARK
REEL: 004527 FRAME: 0133

SCHEDULE A

Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Issue Date
AMFLO	78/498,101		3,173,122	
AMFLO	72/352,437		941,821	
CAM-CURE	78/498,109		3,031,905	
CAM-CURE	74/293,719		1,755,311	
CAMEL	72/315,161		923,075	
CAMEL (word) and CAMEL (design)	72/264,714		832,210	
CHEMBOND (stylized)	72/097,187		709,358	
COMBO COUPLER	74/224,955		1,725,002	
EDELMANN	72/314,480	12/16/1968	0923036	11/2/1971
EDELMANN	76/087,316	7/12/2000	2575368	6/4/2002
HI FLO	74/395,567		2,043,968	
LMX	73/599,069	5/16/1986	1419701	12/9/1986
LUBE TUBE (Stylized)	74/145,579	3/7/1991	1700556	7/14/1992
LUBRIMAGIC & Design	77/817,747	9/1/2009	3,859,120	10/12/2010
LUBRIMATIC (Stylized)	73/257,638	4/11/1980	1173844	10/20/1981
LUBRIMATIC GREEN & Design	77/817,745	9/1/2009		
MARINE CORROSION CONTROL	73/381,928	8/25/1982	1275583	4/24/1984
PERMA-STRIP PATCH	77/834,423	9/24/2009	3,859,248	10/12/2010
PLEWS LUBRIMATIC & Design	78/113,112	3/7/2002	2949536	5/10/2005
POWERCRAFT	72/437,339	10/2/1972	0985353	6/4/1974
PRO TUFF	73/750,147	8/26/1988	1565442	11/14/1989
PRO TUFF	77/138,003		3,803,540	
RHINOHIDE	77/596,941		3,848,372	9/14/2010
SYRACUSE	75/507,949	6/24/1998	2331073	3/21/2000
TRU-FLATE	76/045,118	5/10/2000	2482018	8/28/2001
TRU-FLATE	73/744,096	8/4/1988	1610369	8/21/1990
ULTRA LUBE	72/234,149	12/7/1965	0820599	12/20/1966