# TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/01/2010

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America	FORMERLY LaSalle Bank National Association	05/02/2011	National Banking Association:

### **RECEIVING PARTY DATA**

Name:	Siemer Enterprises, Inc.	
Street Address:	1355 N. Bluff Road, Suite C	
City:	Collinsville	
State/Country:	ILLINOIS	
Postal Code:	62234	
Entity Type:	CORPORATION: ILLINOIS	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number: 1853763		ULTRA-PET COMPLETE

## **CORRESPONDENCE DATA**

Fax Number: (314)480-1500

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314.480.1500

Email: pto-sl@huschblackwell.com

Correspondent Name: Husch Blackwell LLP / Lisa Lilbum

Address Line 1: 190 Carondelet Plaza

Address Line 2: Suite 600

Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	59360.3
NAME OF SUBMITTER:	Lisa Lilburn

TRADEMARK REEL: 004555 FRAME: 0222

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Signature:	/Lisa Lilbum/
Date:	06/06/2011
Total Attachments: 2 source=ReleaseSecurityInterest#page1.tif source=ReleaseSecurityInterest#page2.tif	

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REEL: 004555 FRAME: 0223

### TERMINATION AND RELEASE OF SECURITY INTEREST

This TERMINATION AND RELEASE OF SECURITY INTEREST (this "Release") is made *nunc pro tunc* as of February 1, 2010 (the "Release Date") by Bank of America, a national banking association, the successor in interest to LaSalle Bank National Association, a national banking association (collectively, the "Secured Party"), for the benefit of Siemer Enterprises, Inc., an Illinois corporation ("Debtor").

WHEREAS, to secure payment and performance in full for a loan agreement, the Debtor entered into a trademark security agreement, dated as of \_\_\_\_\_\_\_, a copy of which is attached hereto as Exhibit A (the "Security Agreement"), pursuant to which Debtor granted to the Secured Party a security interest in and to certain assets of the Debtor, including in and to the Trademark (the "Trademark");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office ("<u>USPTO</u>") a notice of the security interest in the Trademark; and

WHEREAS, Debtor has paid all outstanding amounts currently owing under the Security Agreement.

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

- 1. <u>Release of Security Interest</u>. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademark granted by Debtor under the Security Agreement.
- 2. <u>Recordation of Release</u>. The Secured Party understands and agrees that this Release may be recorded by or for Debtor or its successor in interest with the USPTO.
- 3. <u>Further Actions</u>. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtor or its successor in interest may reasonably require to effect the intent and purpose of this Release.

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer as of the Release Date.

Release of Security Interest in Trademarks

BANK OF AMERICA a national banking association

By: \

Name: Christopher M. Greco

Title: Vice President

STATE OF ILLINOIS

SS.

COUNTY OF COOK

On this 2<sup>nd</sup> day of May, 2011, before me personally appeared **Christopher M. Greco**, to me known, who, being by me duly sworn, declared that he is a Vice President of Bank of America, N.A., the national banking association described in and which has executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the national banking association therein named; and that the foregoing constitutes the free act and deed of said national banking association.

Thomas G. Hirsh Notary Public

RECORDED: 06/06/2011

"OFFICIAL SEAL"
THOMAS G HIRSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES NOVEMBER 28, 2014

TRADEMARK REEL: 004555 FRAME: 0225