

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
Morgan Stanley Senior Funding, Inc.		08/17/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Watertite Products, Inc.
Street Address:	455 West Victoria Street
City:	Compton
State/Country:	CALIFORNIA
Postal Code:	90220
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2575651	TRUEBRO
Registration Number:	2671795	TB
Registration Number:	2646646	ANCHOR PAL
Registration Number:	2433102	TRAP WRAP
Registration Number:	2401039	
Registration Number:	2248417	WEDGE
Registration Number:	2250640	
Registration Number:	2027294	LAV GUARD
Registration Number:	2010043	LAV SHIELD
Registration Number:	1871200	AB & A

**CORRESPONDENCE DATA**

Fax Number: 3128035299

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

CH \$265.00 2575651

*via US Mail.*

Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1992379
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	08/17/2012

Total Attachments: 5  
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**RELEASE OF TRADEMARK SECURITY INTEREST****(Watertite Products, Inc.)**

This Release of Trademark Security Interest (this "Release") is dated as of August 17, 2012 by MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as administrative agent for the Secured Parties (the "Assignor"), in favor of WATERTITE PRODUCTS, INC., a California corporation (the "Assignee"). Capitalized terms not defined herein have their respective meanings ascribed in the Trademark Security Agreements (as defined below).

WHEREAS, pursuant to the terms and conditions set forth in (1) that certain Trademark Security Agreement (the "2006 Trademark Security Agreement"), dated as of July 13, 2006 by the Assignee in favor of the Assignor, and (2) that certain Trademark Security Agreement (the "2010 Trademark Security Agreement", and together with the 2006 Trademark Security Agreement, the "Trademark Security Agreements" and each a "Trademark Security Agreement"), dated as of November 3, 2010 by the Assignee in favor of the Assignor, in each case, the Assignee granted to the Assignor, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Assignee's right, title and interest in and to the following property, whether then or thereafter existing, owned or acquired by the Assignee, and wherever located (the "Trademark Collateral"): (a)(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, then existing or thereafter adopted or acquired including those referred to in Item A of Schedule I of each Trademark Security Agreement, whether then in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks"); (b) all Trademark licenses for the grant by or to such Assignee of any right to use any Trademark; (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b); (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and (e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits), including any claim by such Assignee against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

WHEREAS, the 2006 Trademark Security Agreement was recorded with the U.S. Patent & Trademark Office on July 19, 2006 at Reel/Frame number 003351/0102;

WHEREAS, the 2010 Trademark Security Agreement was recorded with the U.S. Patent & Trademark Office on March 23, 2011 at Reel/Frame number 004504/0361; and

WHEREAS, the Obligations have been fully paid, the Trademark Security Agreements have been terminated, and the Assignor desires to release its lien on and security interest in the Trademark Collateral.

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

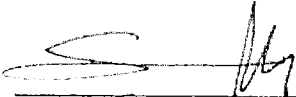
1. The Assignor hereby irrevocably terminates, discharges, cancels and releases its continuing security interest in all of the Assignee's right, title and interest in and to the Trademark Collateral, including, without limitation, in the trademarks and applications listed on Schedule I hereto (including all renewals thereof), and reassigns, grants and conveys all of its right, title and interest, if any, in and to all of the goodwill of the business connected with the use of, and symbolized by, such Trademark Collateral to the Assignee.

2. The Assignor shall take all further actions, and provide to the Assignee and 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), reasonably requested by the Assignee to more fully and effectively effectuate the purposes of this Release, all at the expense of the Assignee. The Assignor hereby consents to the recording of , and hereby authorizes the Assignee, or the Assignee's authorized representative, to record, this Release with the United States Patent and Trademark Office.

[Signature page immediately follows.]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Interest to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

MORGAN STANLEY SENIOR FUNDING, INC., as  
Assignor

By   
Name: STEPHEN B. KING  
Title: VP

*Release of Trademark Security Interest (Watertite Products, Inc.)*

**Schedule I**

*Registered Trademarks owned by Watertite Products, Inc.*

US	TRUEBRO /	2,575,651 (76/170,574)	06/04/02 (11/27/00)	Watertite Products, Inc.	Registered
CA	TRUEBRO	CA TMA589330			
CTM	TRUEBRÓ	CTM 2233849			
US	TB & Design /	2,671,795 (76/360,661)	01/07/03 (01/21/02)	Watertite Products, Inc.	Registered
CTM	TB & Design	CTM 2756187			
US	ANCHOR PAL /	2,646,646 (76/085,989)	11/05/02 (07/10/00)	Watertite Products, Inc.	Registered
US	TRAP WRAP /	2,433,102 (75/793,024)	03/06/01 (09/07/99)	Watertite Products, Inc.	Registered
US	S-Shaped Rib / Design	2,401,039 (75/465,712)	10/31/00 (04/09/98)	Watertite Products, Inc.	Registered
US	WEDGE /	2,248,417 (75/465,711)	05/25/99 (04/09/98)	Watertite Products, Inc.	Registered
US	Three Dimensional / Design Configuration for Exterior of Pneumatic Pipe Plug	2,250,640 (75/186,163)	06/01/99 (10/23/96)	Watertite Products, Inc.	Registered
US	LAV GUARD /	2,027,294 (75/070,992)	12/31/96 (03/11/96)	Watertite Products, Inc.	Registered
CA	LAV GUARD	CA TMA491792			
US	LAV SHIELD /	2,010,043 (75/007,921)	10/22/96 (10/19/95)	Watertite Products, Inc.	Registered
CA	LAV SHIELD	CA TMA506305			

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	AB & A (Stylized Letters)	1,871,200	1/3/1995