

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
JPMorgan Chase Bank, National Association		10/09/2012	National Association: UNITED STATES

RECEIVING PARTY DATA	
Name:	GHX Industrial, LLC
Street Address:	1241 Volunteer Parkway
City:	Bristol
State/Country:	TENNESSEE
Postal Code:	37620
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2614555	GHX
Registration Number:	3872482	THE EXPERT FIT

CORRESPONDENCE DATA	
Fax Number:	2123108007
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212.310.8781
Email:	suzin.metz@weil.com
Correspondent Name:	Daniel T. Ferguson
Address Line 1:	Weil, Gotshal & Manges LLP
Address Line 2:	767 Fifth Avenue
Address Line 4:	New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0050
NAME OF SUBMITTER:	Daniel T. Ferguson

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Signature:	/Daniel T. Ferguson/
Date:	10/10/2012
Total Attachments: 4 source=Termination and Release of GHX JPMorgan 1st Lien Trademark Collateral#page1.tif source=Termination and Release of GHX JPMorgan 1st Lien Trademark Collateral#page2.tif source=Termination and Release of GHX JPMorgan 1st Lien Trademark Collateral#page3.tif source=Termination and Release of GHX JPMorgan 1st Lien Trademark Collateral#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This TERMINATION AND RELEASE (this "Termination and Release") is dated as of October 9, 2012 by **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, as administrative agent (the "Administrative Agent"), in favor of **GHX INDUSTRIAL, LLC**, a Delaware limited liability company (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 9, 2011, made by and among the Obligor, the Administrative Agent, and the Lenders, among others (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Obligor granted to the Administrative Agent, for the benefit of the Lenders, a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Credit Agreement, the Obligor executed that certain Trademark Security Agreement, dated as of September 9, 2011, in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on October 6, 2011 at Reel 4636/Frame 0754;

WHEREAS, the Obligor has requested that the Administrative Agent: (a) terminate and release the liens and interests of the Administrative Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office.

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Administrative Agent's Security Interest in the Trademark Collateral, and the parties seek to make record of the Administrative Agent's release to the Obligor of any and all of its Security Interest in the Trademark Collateral.

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

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest in and to the following, whether now owned or hereafter acquired by the Obligor, wherever located, and whether now or hereafter existing or arising, in:

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Obligor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

2. Release of Security Interest. The Administrative Agent hereby terminates, discharges and releases to the Obligor the Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral granted pursuant to the Credit Agreement and Trademark Security Agreement shall hereby cease and become void.

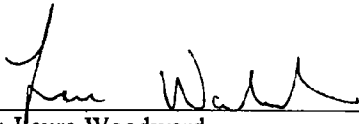
3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interest contemplated hereby.

4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of Texas.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release by its duly authorized officer as of the date first above written.

**JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION,
as Administrative Agent**

By: 
Name: Laura Woodward
Title: Officer

[Signature Page to Trademark Release]

**TRADEMARK
REEL: 004878 FRAME: 0480**

SCHEDULE I

TRADEMARK	OWNER	Reg. No.	Reg. Date
GHX	GHX Industrial, LLC	2614555	9/3/02
THE EXPERT FIT	GHX Industrial, LLC	3872482	11/9/10