

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Release	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		11/15/2012	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ARC Automotive, Inc. (successor-in-interest to Atlantic Research Corporation)		
Street Address:	1729 MIDPARK ROAD, SUITE D		
City:	KNOXVILLE		
State/Country:	TENNESSEE		
Postal Code:	37921		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2091759	ARCAIR	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	044844-0016		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/atk/		

OP \$40.00 2091759

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**TRADEMARK
 REEL: 004901 FRAME: 0768**

Date:

11/15/2012

Total Attachments: 5

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “**Release**”) is made as of November 15, 2012 by BARCLAYS BANK PLC, as administrative agent and collateral agent (the “**Agent**”) under that certain Credit Agreement, dated as of December 3, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, including, but not limited to, as amended by the Resignation Agreement (as defined below) and as supplemented by the Joinder Agreement, dated as of October 21, 2011, the “**Credit Agreement**”; unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement), among Blue Jay Acquisition Corporation, a Delaware corporation (“**Holdings**”), Sequa Corporation, a Delaware corporation (the “**Borrower**”), the several banks and other financial institutions or entities from time to time party thereto and the Agent, in favor of the Loan Parties.

WITNESSETH:

WHEREAS, the Agent, Lehman Commercial Paper Inc. (“**Lehman**”) and the Loan Parties are party to that certain Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of October 14, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Resignation Agreement**”), pursuant to which Lehman assigned to the Agent each of the Liens and security interests granted to Lehman under the Loan Documents, including the Guarantee and Collateral Agreement, dated as of December 3, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), and the Agent assumed all such Liens, for the ratable benefit of the Secured Parties;

WHEREAS, the Agent and Lehman are party to that certain Agency Assignment Agreement, dated as of October 14, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Assignment Agreement**”), pursuant to which Lehman confirmed that all right, title and interest in and to the security interests and each of the Liens granted to Lehman under the Loan Documents, including, among other things, certain trademark registrations and trademark applications (and intellectual property relating to same) of the Loan Parties, including, without limitation, the trademark registrations and trademark applications (and intellectual property relating to same) set forth on Exhibit A hereto, have been conveyed, assigned and transferred to the Agent and its successors with all goodwill associated therewith, and to the extent that any such right, title or interest had not been so conveyed, assigned and transferred, Lehman conveyed, assigned and transferred to the Agent all such right, title and interest in and to such security interests and Liens in the intellectual property identified on Exhibit A;

WHEREAS, the Guarantee and Collateral Agreement was recorded by the Trademark Assignment Division of the United States Patent and Trademark Office on February 20, 2008, at Reel 3724, Frame 0487 and at Reel 3724, Frame 0332;

WHEREAS, the Assignment Agreement was recorded by the Trademark Assignment Division of the United States Patent and Trademark Office on October 15, 2011, at Reel 4642, Frame 0608;

WHEREAS, pursuant to the terms of that certain Stock Purchase Agreement, dated as of October 5, 2012, by and among ARCAS Automotive Group, Inc., a Delaware corporation (“**Purchaser**”), the Borrower, CASCO INVESTORS CORPORATION, a New York corporation (“**Casco Investors**”), SEQUA HOLDINGS, INC., a Delaware corporation (“**Sequa Holdings**”), and ATLANTIC RESEARCH CORPORATION, a Delaware corporation (“**Atlantic**” and, together with the Borrower, Casco Investors and Sequa Holdings, the “**SAG Equity Sellers**”), the equity interests of ARC Automotive, Inc. (“**ARC**”) and Casco Products Corporation (“**Casco**”) will be sold to the Purchaser, and as such, ARC and Casco will not longer be guarantors under the Guarantee and Collateral Agreement (the “**Sale**”);

WHEREAS, the Loan Parties have requested that the Agent release its security interest in the inventions, trademark registrations and trademark applications of ARC and Casco; and

WHEREAS, the Agent has agreed to terminate and release the entirety of its security interest in and to ARC’s and Casco’s inventions, trademark registrations and trademark applications.

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

1. The Agent hereby terminates, cancels, re-pledges, reassigns and releases, without any representation, recourse or undertaking by the Agent, any and all security interests in ARC’s and Casco’s right, title and interest in and to all of the following (the “**Trademark Collateral**”):

(a) the trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, the registrations and recordings thereof, and 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 foreign country, as set forth on Exhibit A hereto (each of the foregoing items in this clause (a) being called a “**Trademark**”);

(b) the Trademark licenses, if any, referred to in Exhibit A hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Loan Party against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license with respect to the Trademarks, Trademark registrations or Trademark licenses referred to in Exhibit A hereto, or for any injury to the goodwill associated with the use of a Trademark or for breach or enforcement of a Trademark license.

2. The Agent hereby reassigns, grants and conveys to ARC and Casco, without any representation, recourse or undertaking by the Agent, all of the Agent's right, title and interest in and to the Trademark Collateral. If and to the extent the 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 ARC and Casco.



3. The Agent shall take all further actions, reasonably acceptable to the Agent, and provide to ARC, Casco and each of their respective 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 ARC and Casco, each at ARC's and Casco's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Agent has caused this Trademark Release to be duly executed by its duly authorized officers as of the day and year first above written.

BARCLAYS BANK PLC, as the Agent

By: 
Name: _____
Title: Craig Malloy
Director

EXHIBIT A
TRADEMARKS

<u>Holder</u>	<u>Trademark or Application</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
ARC Automotive, Inc. (successor-in-interest to Atlantic Research Corporation)	ARCAIR	US	2091759	26-AUG-1997
Casco Products Corporation	"A GLOBAL COMPANY....WITH LOCAL EXPERIENCE"	US	3206709	06-FEB-2007
Casco Products Corporation	CASCO	US	0778936	27-OCT-1964
Casco Products Corporation		US	1032070	03-FEB-1976
Casco Products Corporation		US	2008215	15-OCT-1996