

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
Bank of America, N.A.		12/11/2012	national banking association (USA): UNITED STATES

RECEIVING PARTY DATA

Name:	Conbraco Industries, Inc.
Street Address:	701 Matthews-Mint Hill Road
City:	Matthews
State/Country:	NORTH CAROLINA
Postal Code:	28105
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	0555462	CONBRACO
Registration Number:	0842720	CONBRACO
Registration Number:	0900588	APOLLO
Registration Number:	1106566	CII
Registration Number:	1118628	BALL-CONE
Registration Number:	2024000	ALLEVIATOR
Registration Number:	2215351	ISO-PURE
Registration Number:	2412903	APOLLO ACTUATOR READY
Registration Number:	2373769	APOLLO AR
Registration Number:	2417396	RP&C
Registration Number:	2530525	APOLLO INTERNATIONAL
Registration Number:	3107647	DEFENDER
Registration Number:	3326865	APOLLO-PRESS

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**CORRESPONDENCE DATA**

Fax Number: 4045228409

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

Phone: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 285 Peachtree Center Avenue

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689-52
NAME OF SUBMITTER:	Bobbi Accord
Signature:	/ba/
Date:	12/14/2012

**Total Attachments: 3**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

FOR VALUE RECEIVED, the undersigned, **BANK OF AMERICA, N.A.**, a national banking association, as agent ("Assignor"), does hereby sell, assign, transfer and convey to **CONBRACO INDUSTRIES, INC.**, a North Carolina corporation ("Assignee"), **without any representation or warranty by, or recourse to**, Assignor, all right, title and interest of Assignor in and to the trademarks listed on Schedule A attached hereto, arising under (i) that certain Trademark Security Agreement dated July 14, 2003 between The CIT Group/Business Credit, a New York Corporation ("CIT") and Assignee, recorded on September 9, 2003 on Reel No. 2821, Frame 0001 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Agreement"); (ii) that certain Amended and Restated Trademark Security Agreement dated April 26, 2006 between CIT and Assignee, recorded on June 16, 2006 on Reel 3331, Frame 0740 (as at any time amended, restated, supplemented or otherwise modified, the "A&R Trademark Agreement"), both of which were assigned to Assignor pursuant to that certain Assignment and Transfer Agreement dated May 28, 2008 between CIT and Assignor, recorded on December 4, 2008 on Reel No. 3898, Frame 0021 (as at any time amended, restated, supplemented or otherwise modified, the "Assignment Agreement"); and (iii) that certain Second Amendment to Amended and Restated Trademark Security Agreement dated November 7, 2008 between Assignor and Assignee, recorded on December 4, 2008 on Reel 3897, Frame 0992 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Amendment"; together with the Trademark Agreement, the A&R Trademark Agreement and the Assignment Agreement, collectively, the "Trademark Security Agreements" and each individually, a "Trademark Security Agreement"), in each case recorded with the United States Patent and Trademark Office, together with the goodwill of the business symbolized by the marks.

This Assignment is intended to operate as a release of all liens and security interests conveyed by Assignee to Assignor pursuant to the terms of the applicable Trademark Security Agreement, and to reassign to Assignee all of Assignor's right, title, and interest acquired pursuant to the terms of such Trademark Security Agreement.

*[Remainder of page intentionally left blank; signatures appear on following page.]*

IN WITNESS WHEREOF, Assignor has caused this Agreement to be signed and sealed by its duly authorized officer as of the date first written above.

**BANK OF AMERICA, N.A.**  
("Assignor")

By: [Signature]  
Name: Seth Benefield  
Title: SVP

STATE OF GEORGIA        )  
  )  
COUNTY OF Georgia    )

BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this 11 day of December, 2012, personally appeared Seth A. Benefield the SVP of Bank of America, N.A., a national banking association, to me known personally, and who, being by me duly sworn, deposes and says that said instrument was signed by him on behalf of said bank, and said Seth A. Benefield acknowledged said instrument to be the free act and deed of said bank.

[Signature]  
Notary Public  
Executed on 12-11-12  
My Commission Expires:

[NOTARIAL SEAL]

ADELAIDE EYSON BRIGHT  
NOTARY PUBLIC  
Fulton County - State of Georgia  
My Comm. Expires June 28, 2014

**SCHEDULE A**

to Release of Security Interest in Trademarks  
by Bank of America, N.A., as agent

Assignee: **CONBRACO INDUSTRIES, INC.**

Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CONBRACO	0,555,462	02/26/1952
CONBRACO	0,842,720	01/03/1968
APOLLO	0,900,588	10/13/1970
CII	1,106,566	11/21/1978
BALL-CONE	1,118,628	05/22/1979
ALLEVIATOR	2,024,000	12/17/1996
ISO-PURE	2,215,351	12/29/1998
PURE-BORE	2,312,214	01/25/2000
APOLLO ACTUATOR READY	2,412,903	12/12/2000
APOLLO AR	2,373,769	08/01/2000
RP&C	2,417,396	01/02/2001
APOLLO INTERNATIONAL	2,530,525	01/15/2002
DEFENDER	3,107,647	06/20/2006
APOLLO-PRESS	3,326,865	10/30/2007