

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
Barclays Bank PLC		12/19/2012	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Sequa Corporation
Street Address:	1310 Papin Street
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63103
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3080825	KASSELWOOD
Registration Number:	2613392	COILZONE
Registration Number:	2592738	SPECTRUM
Registration Number:	2829723	BRUSHBRITE
Serial Number:	76601814	IRONSHAKE
Serial Number:	78392439	IRONSLATE
Serial Number:	78392482	IRONTILE
Serial Number:	78392468	IRONSTONE
Serial Number:	78596942	FRICTIONSIELD
Serial Number:	78596961	INKSHIELD
Serial Number:	78596901	MARKERSHIELD
Serial Number:	78357519	STEEL SHIELD

CORRESPONDENCE DATA

Fax Number: 7147558290

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

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:	044844-0002
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	12/19/2012

Total Attachments: 4

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "Release") is made as of December 19, 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 0629;

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, the Loan Parties have requested that the Agent release its security interest in the trademark registrations and trademark applications of Sequa Corporation; and WHEREAS, the Agent has agreed to terminate and release the entirety of its security interest in and to Sequa Corporation's 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 Sequa Corporation'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 Sequa Corporation, 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 Sequa Corporation.

3. The Agent shall take all further actions, reasonably acceptable to the Agent, and provide to Sequa Corporation cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Sequa Corporation, each at Sequa Corporation'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

[Signature Page to Trademark Release]

EXHIBIT A
TRADEMARKS

Trademark	App. No.	Reg. No.	Owner
KASSELWOOD	78517590	3080825	Sequa Corporation
IRONSHAKE	76601814		Sequa Corporation
IRONSLATE	78392439		Sequa Corporation
IRONTILE	78392482		Sequa Corporation
IRONSTONE	78392468		Sequa Corporation
COILZONE	76165646	2613392	Sequa Corporation
FRICTIONSIELD	78596942		Sequa Corporation
INKSHIELD	78596961		Sequa Corporation
MARKERSHIELD	78596901		Sequa Corporation
SPECTRUM		2592738	Sequa Corporation
STEEL SHIELD	78357519		Sequa Corporation
BRUSHBRITE		2829723	Sequa Corporation