

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Release and Reassignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Administrative Agent		03/22/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Epicor Industries, Inc.
<b>Street Address:</b>	100 Spear Street, Suite 1500
<b>Internal Address:</b>	c/o Industrial Growth Partners
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94105
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	1042095	COMBO HEX
Registration Number:	2360687	FLEX-GEAR
Registration Number:	0097540	IDEAL
Registration Number:	1069734	IDEAL
Registration Number:	1080770	IDEAL
Registration Number:	3526265	IDEAL
Registration Number:	0741147	LOX-ON
Registration Number:	3121539	NO-HUB CLASSIC
Registration Number:	1869213	POW'R-GEAR
Registration Number:	0620215	SNAPLOCK
Registration Number:	1076272	
Registration Number:	1042666	TRIM GEAR

OP \$440.00 1042095

Registration Number:	3076284	TURN-KEY
Registration Number:	4009815	WAVESEAL 360
Registration Number:	0621069	WRAPLOCK
Registration Number:	2944784	MICROFLEX
Registration Number:	1042665	MICRO-GEAR

**CORRESPONDENCE DATA**

Fax Number: 9194168363  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 9192868049  
Email: pto\_tmconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000.27191
NAME OF SUBMITTER:	John E. Slaughter, III
Signature:	/jes/
Date:	03/25/2013

**Total Attachments: 8**  
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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 22, 2013, by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as administrative agent ("Agent") in favor of EPICOR INDUSTRIES, INC., a Delaware corporation, (the "Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) or IP Security Agreement (as defined below) as applicable.

### WITNESSETH:

WHEREAS, Grantor and Agent are parties to that certain Guaranty and Security Agreement dated as of October 27, 2011 (as amended, restated, supplemented or otherwise modified from time to time, referred to as the "Security Agreement"), and that certain Trademark Security Agreement dated as of October 27, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), pursuant to which Grantor granted a security interest to Agent in the Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the IP Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 27, 2011, at Reel 4649, Frame 0687; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign the same to the Grantor.

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

1. Agent hereby releases its Liens on and its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"), including, without limitation:

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without

limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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

3. Agent agrees, at the Grantor's sole expense, to reasonably cooperate with the Grantor to the extent necessary to further evidence the release of the Agent's security interest in and lien on the Trademark Collateral.

4. This agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL CORPORATION, as  
Agent**

By: *Daniel J. Landis*  
Name: Daniel J. Landis  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
CAIDENG [TRIDON & Triangles Chinese Characters Class 6]	China	4567569	28-Mar-2005	4567569	21-Jan-2008
CAIDENG TRIDON [TRIDON & Triangles Class 6]	China	4567548	28-Mar-2005	4567548	28-Apr-2008
TRIDON Classes 4, 6, 7, 8, 9, 11, 12, 17, 20, 21	Int. Reg.			793 113A	22-Mar-2002
COMBO HEX	United States	73/063,638	19-Sep-1975	1,042,095	29-Jun-1976
FLEX-GEAR	Australia	775983	16-Oct-1998	775983	16-Oct-1998
FLEX-GEAR	Brazil	821145908	19-Oct-1998	821145908	23-Apr-2002
FLEX-GEAR	Canada	893670	16-Oct-1998	544389	02-May-2001
FLEX-GEAR	United States	75/469,664	17-Apr-1998	2,360,687	20-Jun-2000
HY-GEAR	Australia	930618	14-Oct-2002	930618	14-Oct-2002
HY-GEAR	Canada	0261759	13-May-1961	128548	02-Nov-1962
HY-GEAR	Mexico	655012	06-May-2004	887971	24-Jun-2005
IDEAL	Algeria		06-Apr-2004	832610	06-Apr-2004
IDEAL	Australia		06-Apr-2004	832610	06-Apr-2004
IDEAL	Belarus		06-Apr-2004	832610	06-Apr-2004
IDEAL	Bhutan		06-Apr-2004	832610	06-Apr-2004
IDEAL	Canada	0387849	16-Jul-1975	228469	09-Jun-1978
IDEAL	China		06-Apr-2004	832610	06-Apr-2004
IDEAL	Croatia		06-Apr-2004	832610	06-Apr-2004
IDEAL	Georgia		06-Apr-2004	832610	06-Apr-2004
IDEAL	Japan		06-Apr-2004	832610	06-Apr-2004
IDEAL	Mexico	218222	22-Nov-1994	499838	31-Jul-1995
IDEAL	Mexico	224519	14-Feb-1995	503668	15-Sep-1995
IDEAL	Russian Federation		06-Apr-2004	832610	06-Apr-2004
IDEAL	Singapore	T05/17561Z	16-Sep-2005	T05/17561Z	16-Sep-2005
IDEAL	Singapore	T04/17020G	06-Apr-2004	832610	06-Apr-2004
IDEAL	South Korea		06-Apr-2004	832610	06-Apr-2004
IDEAL	Taiwan	94006940	17-Feb-2005	1197810	01-Mar-2006

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
IDEAL	Ukraine		06-Apr-2004	832610	06-Apr-2004
IDEAL	United States	71/076,212	27-Feb-1914	0097,540	19-Jun-1914
IDEAL	Venezuela	20361	31-Oct-1988	P192481	03-Jan-1997
IDEAL	Vietnam		06-Apr-2004	832610	06-Apr-2004
IDEAL AIDIER [IDEAL (in Chinese & English characters) and Design]	China	4512089	23-Feb-2005	4512089	21-Nov-2007
ai di er IDEAL [IDEAL (in Chinese & English characters) and Design]	Hong Kong	300370999	16-Feb-2005	300370999	16-Feb-2005
ideal ai di er IDEAL [(in Chinese & English characters) and Design]	Singapore	T05/17564D	16-Sep-2005	T05/17564D	13-Mar-2006
ideal ai di er IDEAL [(in Chinese & English characters) and Design]	Singapore	T05/03631H	18-Mar-2005	T05/03631H	18-Mar-2005
IDEAL AIDIER [IDEAL (in Chinese & English characters) and Design]	Taiwan	94006936	17-Feb-2005	1197807	01-Mar-2006
AIDIER [IDEAL (in Chinese characters)]	China	4512088	23-Feb-2005	4512088	21-Nov-2007
ai di er ai di er [IDEAL (in Chinese characters)]	Hong Kong	300370980	16-Feb-2005	300370980	16-Feb-2005
ai di er [IDEAL (in Chinese characters)]	Singapore	T05/17562H	16-Sep-2005	T05/17562H	07-Mar-2006
ai di er [IDEAL (in Chinese characters)]	Singapore	T05/03630Z	18-Mar-2005	T05/03630Z	18-Mar-2005
AIDIER [IDEAL (in Chinese characters)]	Taiwan	94006935	17-Feb-2005	1197806	01-Mar-2006
AIDIER [IDEAL (in Chinese characters) and Design]	China	4512090	23-Feb-2005	4512090	21-Nov-2007
ai di er [IDEAL (in Chinese characters) and Design]	Hong Kong	300371006	16-Feb-2005	300371006	16-Feb-2005
ai di er [IDEAL (in Chinese characters) and Design]	Singapore	T05/03637G	18-Mar-2005	T05/03637G	18-Mar-2005
ai di er [IDEAL (in Chinese characters) and Design]	Singapore	T05/17563F	16-Sep-2005	T05/17563F	16-Sep-2005
AIDIER	Taiwan	94006937	17-Feb-2005	1197808	01-Mar-2006

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
[IDEAL (in Chinese characters) and Design]					
IDEAL (stylized)	United States	73/063,536	19-Sep-1975	1,069,734	19-Jul-1977
IDEAL [IN OVAL DESIGN]	Canada	387850	16-Jul-1975	245632	23-May-1980
IDEAL IN OVAL DESIGN	United States	73/088,364	24-May-1976	1,080,770	03-Jan-1978
IDEAL in Slanted Oval Design	Canada	1308119	06-Jul-2006	687213	08-May-2007
IDEAL in Slanted Oval Design	China	4512091	23-Feb-2005	4512091	21-Nov-2007
IDEAL in Slanted Oval Design	Singapore	T05/03636I	18-Mar-2005	T05/03636I	18-Mar-2005
IDEAL in Slanted Oval Design	Taiwan	94006939	17-Feb-2005	1197809	01-Mar-2006
IDEAL in Slanted Oval Design	United States	77/106,121	13-Feb-2007	3,526,265	04-Nov-2008
IDEAL in Slanted Oval Design (b&w & in color)	Singapore	T05/17567I	16-Sep-2005	T05/17567I	16-Sep-2005
IDEAL in Slanted Oval Design (in color)	Australia		06-Apr-2004	832609	06-Apr-2004
IDEAL in Slanted Oval Design (in color)	Belarus		06-Apr-2004	832609	06-Apr-2004
IDEAL in Slanted Oval Design (in color)	China		06-Apr-2004	832609	06-Apr-2004
IDEAL in Slanted Oval Design (in color)	Croatia		06-Apr-2004	832609	06-Apr-2004
IDEAL in Slanted Oval Design (in color)	Georgia		06-Apr-2004	832609	06-Apr-2004
IDEAL in Slanted Oval Design (in color)	Russian Federation		06-Apr-2004	832609	06-Apr-2004
IDEAL in Slanted Oval Design (in color)	Singapore	T04/17239J	06-Apr-2004	832609	06-Apr-2004
IDEAL in Slanted Oval Design (in color)	Taiwan	94006941	17-Feb-2005	1197811	01-Mar-2006
IDEAL in Slanted Oval Design (in color)	Turkey		06-Apr-2004	832609	06-Apr-2004
IDEAL in Slanted Oval Design (in color)	Ukraine		06-Apr-2004	832609	06-Apr-2004
LIBERTY	Mexico	311454	20-Oct-1997	754650	19-Jul-2002
LOX-ON	United States	72/119,970	15-May-1961	0741,147	27-Nov-1962
MICRO-GEAR	Canada	387857	16-Jul-1975	215506	20-Aug-1976
MICRO-GEAR	Mexico	655013	06-May-2004	840779	07-Jul-2004
MICRO-GEAR	United	73/063,639	19-Sep-1975	1,042,665	06-Jul-1976

Epicor Holdings Trademark Release

TRADEMARK  
REEL: 004989 FRAME: 0796



Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
	States				
NO-HUB CLASSIC	Mexico	642827	19-Feb-2004	838963	21-Jun-2004
NO-HUB CLASSIC	United States	78/369,909	18-Feb-2004	3,121,539	25-Jul-2006
POWR-GEAR	Japan	H06-018531	28-Feb-1994	3297213	25-Apr-1997
POWR-GEAR	Mexico	204506	06-Jul-1994	475079	06-Jul-1994
POWR-GEAR	United States	74/408,124	01-Jul-1993	1,869,213	27-Dec-1994
SNAPLOCK	Mexico	655014	06-May-2004	1060793	17-Sep-2008
SNAPLOCK	United States	71/672,667	02-Sep-1954	0620,215	31-Jan-1956
Split Ellipse (Oval) Design	United States	73/063,674	19-Sep-1975	1,076,272	01-Nov-1977
TRIDON	Germany	30156866.9	25-Sep-2001	30156866	25-Jan-2002
TRIDON & TRIANGLES DESIGN	China	3616371	02-Jul-2003	3616371	28-Jan-2005
TRIM-GEAR	United States	73/063,640	19-Sep-1975	1,042,666	06-Jul-1976
TURN-KEY	Australia	1123024	10-Jul-2006	1123024	10-Jul-2006
TURN-KEY	Canada	1252683	01-Apr-2005	657344	25-Jan-2006
TURN-KEY	China	5433643	21-Jun-2006	5433643	21-Jun-2006
TURN-KEY	Singapore	T06/13032F	04-Jul-2006	T06/13032F	04-Jul-2006
TURN-KEY	Taiwan	95034358	03-Jul-2006	1252611	01-Mar-2007
TURN-KEY	United States	78/579,602	03-Mar-2005	3,076,284	04-Apr-2006
WAVESEAL 360	Australia		08-Jun-2009	1012282	08-Jun-2009
WAVESEAL 360	Belarus		08-Jun-2009	1012282	08-Jun-2009
WAVESEAL 360	Canada	1429253	27-Feb-2009	TMA816113	25-Jan-2012
WAVESEAL 360	China		08-Jun-2009	1012282	08-Jun-2009
WAVESEAL 360	EU	8197253	02-Apr-2009	8197253	16-Nov-2009
WAVESEAL 360	Georgla		08-Jun-2009	1012282	08-Jun-2009
WAVESEAL 360	India	1792263	04-Mar-2009	1792263	04-Mar-2009
WAVESEAL 360	Japan		08-Jun-2009	1012282	08-Jun-2009
WAVESEAL 360	Mexico	992354	26-Feb-2009	1105135	11-Jun-2009
WAVESEAL 360	Norway		08-Jun-2009	1012282	08-Jun-2009
WAVESEAL 360	Russian Federation		08-Jun-2009	1012282	08-Jun-2009
WAVESEAL 360	Singapore		08-Jun-2009	1012282	08-Jun-2009
WAVESEAL 360	Switzerland		08-Jun-2009	1012282	08-Jun-2009
WAVESEAL 360	Turkey		08-Jun-2009	1012282	08-Jun-2009
WAVESEAL 360	Ukraine		08-Jun-2009	1012282	08-Jun-2009
WAVESEAL 360	United States	77/586,614	06-Oct-2008	4,009,815	09-Aug-2011
WAVESEAL 360	Vietnam		08-Jun-2009	1012282	08-Jun-2009
WRAPLOCK (Stylized)	United States	71/692,143	29-Jul-1955	0621,069	14-Feb-1956
IDEAL	Argentina	2829145	03-Jun-2008	2442143	26-May-2011
IDEAL	France	03 3233063	25-Jun-2003	03 3233063	25-Jun-2003

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
IDEAL	France	03 3232388	20-Jun-2003	03 3232388	20-Jun-2003
IDEAL	France	03 3232389	20-Jun-2003	03 3232389	20-Jun-2003
IDEAL	India	1520910	29-Dec-2006	1520910	29-Dec-2006
IDEAL	India	1520911	29-Dec-2006	1520911	29-Dec-2006
MICROFLEX	Japan	2001-025232	19-Mar-2001	4573189	31-May-2002
IDEAL	Mexico	119461	05-Aug-1991	461407	24-May-1994
MICROFLEX	United States	78141479	5-Jul-2002	2944784	26-Apr-2005

## 2. TRADEMARK APPLICATIONS

Trademark	Country	Application No.	Filing Date
IDEAL	Bangladesh	138178	12-Dec-2010
IDEAL	Bangladesh	138175	12-Dec-2010
IDEAL	Venezuela	16608/91	22-Aug-1991
IDEAL	Venezuela	16609/91	22-Aug-1991
TRIDON	Bangladesh	138177	12-Dec-2010
TRIDON	Bangladesh	138176	12-Dec-2010

## 3. IP LICENSES

None.