

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                                 |
|--------------------------------|----------|----------------|---|
| PNC Bank, National Association |          | 06/28/2013     | National Banking Association: UNITED STATES |

**RECEIVING PARTY DATA**

|                 |                           |
|-----------------|---------------------------|
| Name:           | Penguin Brands, Inc.      |
| Street Address: | PO Box 1036               |
| City:           | Sharon Hill               |
| State/Country:  | PENNSYLVANIA              |
| Postal Code:    | 19079                     |
| Entity Type:    | CORPORATION: PENNSYLVANIA |

**PROPERTY NUMBERS Total: 6**

| Property Type        | Number  | Word Mark                            |
|----------------------|---------|--------------------------------------|
| Registration Number: | 3812369 | PENGUIN                              |
| Registration Number: | 3754789 | PENGUIN                              |
| Registration Number: | 3118692 | PENGUIN                              |
| Registration Number: | 2981774 | FRESH TWIST                          |
| Registration Number: | 2558893 | PRO ARC ADAPTABLE REPLACEMENT CLEATS |
| Registration Number: | 1386413 | TECTRON                              |

**CORRESPONDENCE DATA**

Fax Number:

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

Email: bryce.maynard@bipc.com

Correspondent Name: Bryce J. Maynard

Address Line 1: 1737 King Street Suite 500

Address Line 2: Buchanan Ingersoll & Rooney PC

Address Line 4: Alexandria, VIRGINIA 22314

OP \$165.00 3812369

**TRADEMARK**

|   |                    |
|---|--------------------|
| NAME OF SUBMITTER:  | Bryce J. Maynard   |
| Signature:  | /Bryce J. Maynard/ |
| Date:   | 07/03/2013         |
| <b>Total Attachments: 5</b><br>source=Termination & Release#page1.tif<br>source=Termination & Release#page2.tif<br>source=Termination & Release#page3.tif<br>source=Termination & Release#page4.tif<br>source=Termination & Release#page5.tif |                    |

TERMINATION AND RELEASE OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS ("Termination") is executed and delivered as of the 28th day of June, 2013 by PNC BANK, NATIONAL ASSOCIATION, a national banking association (the "Agent") to PENGUIN BRANDS, INC., a Pennsylvania corporation (the "Borrower").

BACKGROUND

A. On September 24, 2010, the Borrower executed and delivered to the Agent (i) a Trademark Security Agreement (the "Trademark Security Agreement") and (ii) a Patent Security Agreement (the "Patent Security Agreement" and collectively, with the Trademark Security Agreement, the "Security Agreement").

B. Pursuant to the Security Agreement, the Borrower granted to the Agent a security interest in certain patents and trademarks, including, without limitation, the patents and trademarks set forth on Schedule A attached hereto and made a part hereof (the "Security Interest").

C. The Security Interest was recorded in the United States Trademark Office at Reel/Frame 4286/0151 and in the United States Patent Office at Reel/Frame 025051/0645 (collectively, the "USPTO").

D. In consideration of the payment of a portion of the obligations secured by the Security Interest, the Agent desires to release such Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with the foregoing Background incorporated by reference and intending to be legally bound hereby, the parties agree as follows:

In consideration of the payment of a portion of the obligations secured by the Security Interest, the Agent hereby terminates and releases the Security Interest in the following:

(a) The letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States listed on Schedule A;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including, without limitation, the right to make, use and/or sell the inventions disclosed or claimed in such Schedule A;

(c) all trademarks and service marks listed on Schedule A (the "Trademarks"); and

(d) all goodwill associated with or symbolized by the Trademarks; and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

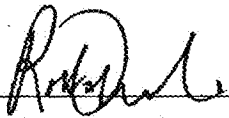
(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

The Borrower may record this Termination in the USPTO and in any other trademark offices as may be necessary to carry out the intention of this Termination.

The Agent agrees to execute and deliver such other documents, and take all actions, as may be reasonably requested and prepared (as applicable) by the Borrower, or its designee, to carry out and consummate the intention of this Termination. All of the foregoing shall be at the sole expense of the Borrower, with no liability to the Agent, and with no representation or warranty of any kind, express or implied, by or recourse to the Agent.

IN WITNESS WHEREOF, the Agent has executed and delivered this Termination and Release of Security Interest in Patents and Trademarks as of the day and year first above written.

PNC Bank, National Association

By:   
Name: Robert Orzechowski  
Title: Vice President

**SCHEDULE A**

**I. Patents**

**A. Issued Patents:**

| <b>Title</b>                        | <b>Pat. No.</b> | <b>Country</b> | <b>Issue Date</b> |
|-------------------------------------|-----------------|----------------|-------------------|
| Universal Cleat                     | 7,428,790       | U.S.           | 09/30/2008        |
| Suede Shoe Brush                    | 7,107,645       | U.S.           | 09/19/2006        |
| Cleat                               | D532,960        | U.S.           | 12/05/2006        |
| Aerosol Can Cap                     | D510,863        | U.S.           | 10/25/2005        |
| Shark Tooth Shaped Suede Shoe Brush | D479,405        | U.S.           | 09/09/2003        |
| Cleat                               | D454,681        | U.S.           | 03/26/2002        |
| Container for Shoe Care Products    | D439,162        | U.S.           | 03/20/2001        |

**B. Pending Patent Applications:**



None.

**II. Trademarks**

**A. United States:**

**1. Trademark Registrations**

| <b>Mark</b>                    | <b>Registration No.</b> | <b>Registration Date</b> |
|--------------------------------|-------------------------|--------------------------|
| "PENGUIN"                      | 3,812,369               | 07/06/2010               |
| "PENGUIN"                      | 3,754,789               | 03/02/2010               |
| "PENGUIN" [and Penguin Design] | 3,118,692               | 07/25/2006               |

| Mark   | Registration No. | Registration Date |
|--|------------------|-------------------|
|   |                  |                   |
| "FRESH TWIST"  | 2,981,774        | 08/02/2005        |
| "PRO ARC ADAPTABLE REPLACEMENT CLEATS"<br>[and Oval Design]<br> | 2,558,893        | 04/09/2002        |
| "TECTRON"  | 1,386,413        | 03/18/1986        |

**2. Pending Trademark Applications**

None.

**B. INTERNATIONAL**

**1. Trademark Registrations**

| Jurisdiction   | Mark           | Registration No. | Registration Date |
|----------------|----------------|------------------|-------------------|
| Australia      | "PENGUIN"      | 1140942          | 10/16/2006        |
| Canada         | "PENGUIN"      | 745949           | 8/24/2009         |
| European Union | "PENGUIN"      | 005369641        | 09/10/2007        |
| European Union | "PENGUIN" Logo | 000009290        | 10/20/1998        |

| <b>Jurisdiction</b> | <b>Mark</b> | <b>Registration No.</b> | <b>Registration Date</b> |
|---------------------|-------------|-------------------------|--------------------------|
| New Zealand         | "PENGUIN"   | 757143                  | 07/12/2007               |
| South Korea         | "PENGUIN"   | 4006806670000           | 10/04/2006               |

**2. Pending Trademark Applications**

| <b>Jurisdiction</b> | <b>Mark</b> | <b>Application No.</b> | <b>Filing Date</b> |
|---------------------|-------------|------------------------|--------------------|
| Japan               | "PENGUIN"   | 2005-044954            | 5/23/2005          |
| Japan               | "PENGUIN"   | 2005-076778            | 8/27/2005          |

**III. Unregistered Marks**

1. MINT
2. FORCE FIELDS