

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		04/09/2014	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Flexhead Industries Inc.		
Street Address:	16100 S. Lathrop Avenue		
City:	Harvey		
State/Country:	ILLINOIS		
Postal Code:	60426		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1947222	FLEXHEAD	
Registration Number:	2172962	FLEXHEAD	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Steven Keslowitz, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24079-1203		
NAME OF SUBMITTER:	Steven Keslowitz		
SIGNATURE:	/Steven Keslowitz/		
DATE SIGNED:	04/09/2014		
Total Attachments: 4			
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TRADEMARK

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of April 9, 2014, from WILMINGTON TRUST, NATIONAL ASSOCIATION, having a place of business at 246 Goose Lane, Suite 105, Guilford, Connecticut 06347, as Note Collateral Agent (the "Agent") under certain of the Note Documents for the Secured Parties, to FLEXHEAD INDUSTRIES, INC., a Massachusetts corporation having a principal place of business at 16100 S. Lathrop Avenue, Harvey, Illinois 60426 (the "Grantor").

Capitalized terms used herein without definition are used as defined in the Indenture, dated as of December 22, 2010 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Indenture") among the Company, the Note Guarantors, the Trustee and Agent, or the Collateral Agreement, dated as of December 22, 2010 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Note Collateral Agreement") among Holdings, the Company, certain of their subsidiaries and the Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Note Collateral Agreement made by the Grantor in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Trademarks (as hereinafter defined); and

WHEREAS, the Note Notice and Confirmation of Grant of Security Interest in Trademarks was recorded in the Trademark Division of the United States Patent and Trademark Office on July 12, 2012, at Reel 4820, Frame 0151; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Note Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks: The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark

registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant of a security interest in an intent to use application would invalidate or otherwise jeopardize Grantor’s rights therein), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I hereto, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

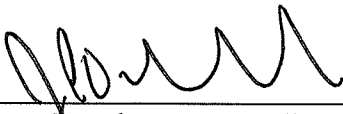
3. Further Assurances: The Agent and, if necessary, the Trustee shall, at the Grantor’s expense, execute, deliver or acknowledge such instruments or releases to evidence and shall do or cause to be done all other acts reasonably necessary to effect, in each case, as soon as is reasonably practicable, the release of any Collateral permitted to be released pursuant to the Indenture.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Agent

By: 
Name: Joseph P. O'Donnell
Title: Authorized Officer

SCHEDULE I

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal</u>
FLEXHEAD	Registered	74/417,781	7/28/1993	1,947,222	1/9/1996	1/9/2016
FLEXHEAD	Registered	75/314,898	6/26/1997	2,172,962	7/14/1998	7/14/2018