

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK TERMINATION AND RELEASE OF REEL/FRAME NO. 4591/0627		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		07/08/2014	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	WEATHER-RITE LLC		
Street Address:	1250 WILLIAM STREET		
Internal Address:	P.O. BOX 44		
City:	BUFFALO		
State/Country:	NEW YORK		
Postal Code:	14240		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1491013	WEATHER-RITE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049018-0044		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	07/21/2014		
Total Attachments: 4			
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TRADEMARK

TRADEMARK TERMINATION AND RELEASE

(for Weather-Rite LLC)

This TERMINATION AND RELEASE is dated as of July 8, 2014, and made by PNC BANK, NATIONAL ASSOCIATION (the "Grantee"), in favor of WEATHER-RITE LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor and the Grantee are parties to that certain Trademark Security Agreement, dated as of April 20, 2011, pursuant to which the Grantor granted to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral (as hereinafter defined) to the Grantee;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 27, 2011, at Reel 4591, Frame 0627;

WHEREAS, Grantee now desires to terminate and release the entirety of its security interests in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Trademark Termination and Release, the Grantee hereby terminates the Trademark Security Agreement by Grantor and hereby terminates, cancels and releases any and all security interests or liens it has against the Trademark Collateral.

The term "Trademark Collateral," as used herein, shall mean all of Grantor's right, title and interest of every kind and nature in all U.S. and foreign trademarks, service marks and trade names now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country, including, without limitation, the trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all income, license royalties, damages and payments now and hereafter due and/or receivable with respect thereto, including, without limitation, all damages and payments receivable for past, present and/or future infringements thereof; (iii) all products and proceeds of the foregoing, including the right to sue for past, present and/or future infringement or dilution thereof or for injury to the goodwill of any of the foregoing; (iv) all rights corresponding thereto throughout the world; and (v) the goodwill of Grantor's business connected with or symbolized by the foregoing.

The Grantee hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by Grantor to effect the release of the security interests contemplated hereby.

* * *


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

PNC BANK, NATIONAL ASSOCIATION

By:

Name:

Title:


Joseph Kostusly
Vice President

TRADEMARK

REEL: 005326 FRAME: 0811

SCHEDULE A TO TRADEMARK TERMINATION AND RELEASE

	MARKS	REGISTRATION NUMBERS
1	WEATHER-RITE Design	1,491,013