

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBS Citizens, N.A.		08/22/2014	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TriMark USA, LLC		
Street Address:	505 Collins Street		
City:	S. Attleboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02703		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	TriMark ERF, Inc., a Delaware Corporation		
Street Address:	1200 7th Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	CORPORATION: DELAWARE		
Name:	Federighi Design, Inc., a California Corporation		
Street Address:	3423 Regatta Blvd.		
City:	Richmond		
State/Country:	CALIFORNIA		
Postal Code:	94804-4594		
Entity Type:	CORPORATION: CALIFORNIA		
Name:	Strategic Equipment and Supply Corporation, a Delaware Corporation		
Street Address:	1461 S. Belt Line Road, Suite 100		
City:	Coppell		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2753687	TRIMARK	
Registration Number:	2759484	TRADEMARK	

OP \$190.00 2753687

Property Type	Number	Word Mark
Registration Number:	2492222	BIGTRAY
Registration Number:	2516648	BIGTRAY
Registration Number:	3279670	FEDERIGHI DESIGN INC. ESTABLISHED 1942
Registration Number:	2817868	STRATEGIC
Registration Number:	3859948	STRATEGIC

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	08/22/2014

Total Attachments: 6

- source=1 RBSC- Trimark-Second Lien TM Release (correct) (2)#page1.tif
- source=1 RBSC- Trimark-Second Lien TM Release (correct) (2)#page2.tif
- source=1 RBSC- Trimark-Second Lien TM Release (correct) (2)#page3.tif
- source=1 RBSC- Trimark-Second Lien TM Release (correct) (2)#page4.tif
- source=1 RBSC- Trimark-Second Lien TM Release (correct) (2)#page5.tif
- source=1 RBSC- Trimark-Second Lien TM Release (correct) (2)#page6.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

RBS Citizens, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 22, 2014

- Assignment
- Security Agreement
- Other Release of Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TriMark USA, LLC

Street Address: 505 Collins Street

City: S. Attleboro

State: MA

Country: USA Zip: 02703

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

August 22, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

TriMark ERF, Inc., a Delaware Corporation
1200 7th Street
San Francisco, CA 94107
Citizenship – USA – DE

Federighi Design, Inc., a California Corporation
3423 Regatta Blvd.
Richmond, CA 94804-4594
Citizenship – USA – CA

Strategic Equipment and Supply Corporation, a Delaware Corporation
1461 S. Belt Line Road, Suite 100
Coppell, TX 75019
Citizenship – USA – DE

TRADEMARK RELEASE OF SECURITY AGREEMENT

THIS TRADEMARK RELEASE OF SECURITY AGREEMENT is made as of August 22, 2014 by **RBS Citizens, N.A.**, as agent for each of the Secured Parties ("**Agent**") in favor of TriMark USA, LLC, a Delaware limited liability company ("**TriMark**"), TriMark ERF, Inc., a Delaware corporation ("**TriMark ERF**"), Federighi Design, Inc., a California corporation ("**Federighi**") and Strategic Equipment and Supply Corporation, a Delaware corporation ("**Strategic**" and together with TriMark, TriMark ERF and Federighi, the "**Grantors**", and each individually, a "**Grantor**").

WITNESSETH:

WHEREAS, Agent and Grantors are parties to (a) that certain Second Lien Term Loan and Security Agreement dated as of February 11, 2014 (the "**Security Agreement**") and (b) that certain Grant of Security Interest in Trademarks (the "**Trademark Security Agreement**") dated as of February 11, 2014, pursuant to which the Grantors granted to Agent a security interest in and lien upon the trademarks, service marks, trademark registrations, and service mark registrations referred to on Schedule 1 hereto (the "**Trademarks**"), and the other Trademark Rights (as defined below) as security for certain obligations owing by the Grantors to Agent in connection with the Security Agreement; and

WHEREAS capitalized terms used but not defined in this letter shall have the meanings given to them in the Security Agreement or the Trademark Security Agreement; and

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on February 14, 2014, at Reel 5216, Frame 0530; and

WHEREAS, the Grantors have requested that Agent terminate its security interest in the Trademarks and Trademark Rights and release the same to the Grantors.

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

1. Agent hereby terminates, releases, returns and revests its security interest and lien in all of the Grantors' right, title and interest in and to the following (collectively the "**Trademark Rights**"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) the proceeds and products of the foregoing;

(c) all goodwill of the business with which the Trademarks are associated; and

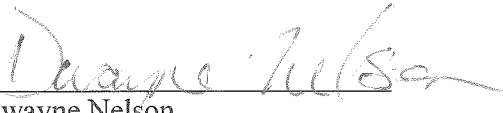
(d) all causes of action arising prior to or after the date of the Trademark Security Agreement for infringement of any of the Trademarks or unfair competition regarding the same.

2. Agent hereby otherwise assigns, grants and conveys to the Grantors, without any representation, recourse or undertaking by Agent, any and all right, title and interest the Agent may have in and to the Trademarks and the Trademark Rights.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

RBS CITIZENS, N.A.,
as Agent

By: 
Name: Dwayne Nelson
Title: Agency Services Management Officer

[Signature Page to Second Lien Trademark Release]

TRADEMARK
REEL: 005350 FRAME: 0413

SCHEDULE 1

TRADEMARKS

<u>Mark</u>	<u>Status</u>	<u>Serial No. or Reg. No.</u>	<u>Registration Date</u>	<u>Owner</u>
TRIMARK	Registered	2753687	August 19, 2003	TriMark USA, LLC
Three Ring Design	Registered	2759484	September 2, 2003	TriMark USA, LLC
BIGTRAY	Registered	2492222	September 25, 2001	TriMark ERF, Inc.
BIGTRAY and Design	Registered	2516648	December 11, 2001	TriMark ERF, Inc.
FEDERIGHI DESIGN INC. Stylized and Design	Registered	3279670	August 14, 2007	Federighi Design, Inc.
STRATEGIC and Design	Registered	2817868	February 24, 2004	Strategic Equipment and Supply Corporation
STRATEGIC	Registered	3859948	October 12, 2010	Strategic Equipment Supply Corporation