

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		03/26/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	AM CONSERVATION GROUP, INC.		
Street Address:	2301 Charleston Regional Parkway		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29492		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	77775363	STOP IN TIME SHOWER TIMER	
Serial Number:	77947995	DISH SQUEEGEE	
Serial Number:	85634449	SIMPLY CONSERVE	
Serial Number:	85796301	VARA SPA	
Serial Number:	85791724	TRI-MAX	
Serial Number:	85796192	RAINFALL SPA	
Serial Number:	76709779	FLEX-FLOW	
Registration Number:	2487508	SOAK & SOAP	
Registration Number:	3978344	ECO IQ	
Registration Number:	3767788	GREEN HOUSE ECO-KIT	
Registration Number:	3566345	SHOWER COACH	
Registration Number:	3523024	TANK BANK	
Registration Number:	3523023	TOILET TANK BANK	
Registration Number:	3303224	EARTH BRITE	
Registration Number:	2464214	SOAP & SOAK	
Registration Number:	2067417	ECO-KIT	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 561-653-5000
Email: peter.chiabotti@akerman.com, angela.martin@akerman.com
Correspondent Name: AKERMAN LLP
Address Line 1: P.O. Box 3188
Address Line 4: West Palm Beach, FLORIDA 33402-3188

ATTORNEY DOCKET NUMBER:	0291774
NAME OF SUBMITTER:	Peter A. Chiabotti
SIGNATURE:	/Peter A. Chiabotti/
DATE SIGNED:	03/26/2015

Total Attachments: 4
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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), effective as of March 26, 2015, is made between Fifth Third Bank, an Ohio banking corporation, in its capacity as agent (in such capacity, "Agent") for the lenders (the "Lenders"), in favor of AM Conservation Group, Inc., a New Jersey corporation (the "Borrower"), pursuant to that certain Loan, Guaranty and Security Agreement, dated December 5, 2013, among the Agent, the Lenders, AM Conservation Holding Corporation, a Delaware corporation, AM Purchaser Corp., a Delaware corporation, and the Borrower (and as the same may be further amended or modified from time to time, the "Loan Agreement").

WITNESSETH:

WHEREAS, in connection with the Loan Agreement, the Borrower has executed and delivered (i) a Trademark Security Agreement, dated as of November 29, 2013, recorded in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on December 6, 2013 at Reel/Frame No. 5168/0761; (ii) a Trademark Security Agreement, dated as of December 5, 2013, recorded in the USPTO on January 17, 2014 at Reel/Frame No. 5196/0141; and (iii) a Trademark Security Agreement, dated as of January 28, 2011, recorded in the USPTO on February 3, 2011 at Reel/Frame No. 4467/0194 (the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Borrower granted to the Agent for the benefit of the Lenders a security interest in and lien on all of its right, title and interest in all of its trademarks and trademark applications (including but not limited to its Trademarks (as defined in the Security Agreements)), as collateral security for the payment and performance in full when due of the Obligations, including but not limited to the trademarks and trademark applications set forth on Exhibit A attached hereto (the "Released Trademarks"); and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees, for the benefit of the Borrower, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement and Security Agreements, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreements).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its security interest in and lien on all of its right, title and interest in the Released Trademarks.

SECTION 3. Purpose. This Release has been executed and delivered by the Agent for the purpose of recording this Release with the USPTO.

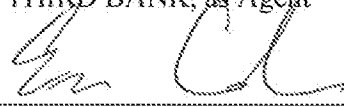
SECTION 4. Further Assurances. The Agent hereby authorizes the Borrower or the Borrower's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Borrower any and all further documents and instruments, and do any and all further acts which the Borrower (or their agents or designees) reasonably request (at the Borrower's sole cost and expense) in order to confirm this Release and the Borrower's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow on Next Page.]

FIFTH THIRD BANK, as Agent

By:  _____

Name: ERIC CASNER

Title: A. VICE PRESIDENT

Date: March 26, 2015

EXHIBIT A

Trademark Applications

Trademark	Serial #	Filing Date
Stop In Time Shower Timer	77/775,363	July 7, 2009
Dish Squeegee	77/947,995	March 2, 2010
Simply Conserve	85/634,449	August 6, 2013
VARA SPA	85/796301	December 2, 2012
TRI-MAX	85/791724	November 30, 2012
RAINFALL SPA	85/796192	December 6, 2012
FLEX-FLOW	76/709779	November 18, 2011

Trademarks

Trademark	Registration #	Registration Date
SOAK & SOAP	2487508	11-Sep-01
ECO IQ	3978344	14-Jun-11
GREEN HOUSE ECO- KIT	3767788	30-Mar-10
SHOWER COACH	3566345	27-Jan-09
TANK BANK	3523024	28-Oct-08
TOILET TANK BANK	3523023	28-Oct-08
EARTH BRITE	3303224	2-Oct-07
SOAP & SOAK	2464214	26-Jun-01
ECO-KIT	2067417	3-Jun-97