

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in trademarks recorded at r/f 4832/0490		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Collateral Agent		04/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Klockner Pentaplast of America, Inc.		
Street Address:	3585 Klockner Road		
City:	Gordonsville		
State/Country:	VIRGINIA		
Postal Code:	22942		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0798682	MIRREX	
Registration Number:	3518186	SMARTCYCLE	
Registration Number:	3529228	SMARTCYCLE MADE FROM BOTTLES	
Registration Number:	2998559	SURPRINT	
Registration Number:	2000265	TRUPRINT	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038263-0347		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		

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DATE SIGNED:	04/28/2015
Total Attachments: 3 source=Klockner PAYOFF - Jefferies TM Release RF 4832-0490#page1.tif source=Klockner PAYOFF - Jefferies TM Release RF 4832-0490#page2.tif source=Klockner PAYOFF - Jefferies TM Release RF 4832-0490#page3.tif	

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

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“this “Release”) is made as of April 28, 2015 (“Effective Date”) by **JEFFERIES FINANCE LLC** a Delaware limited liability company with principal offices at 520 Madison Avenue, New York, New York 10022 (the “Collateral Agent”) in favor of **KLOCKNER PENTAPLAST OF AMERICA, INC.**, a Delaware corporation with principal offices at 3585 Klockner Road, Gordonsville, Virginia 22942 (“Klockner”) and **WAYTEK CORP.**, a Delaware corporation with principal offices at 400 Shotwell Drive, Franklin, Ohio 45005 (“Waytek” and together with Klockner, the “Pledgors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (as defined below), or if not defined there in the Security Agreement (as defined below) or any documents referenced therein.

W I N E S S E T H:

WHEREAS Pledgors are party to a Security Agreement, dated June 21, 2012, (the “Security Agreement”) in favor of the Collateral Agent, pursuant to which Pledgors executed and delivered that certain Trademark Security Agreement dated July 31, 2012 (the “Trademark Security Agreement”), notice of which was recorded on July 31, 2012 at the United States Patent and Trademark Office at Reel 4832, Frame 0490;

WHEREAS, pursuant to the Trademark Security Agreement each Pledgor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under: (i) Trademarks of such Pledgor listed in **Schedule A** attached hereto; (ii) all Goodwill associated with such Trademarks; and (iii) all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the “Trademark Collateral”); and

WHEREAS, the Collateral Agent acknowledges satisfaction of each Pledgor’s obligations under the Security Agreement, and accordingly has agreed to terminate and release (without representation, warranty or recourse) its collateral pledge, grant, assignment, security interest, lien and all right, title and interest in the Trademark Collateral;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt of which are hereby acknowledged, and intending to be legally bound, the Collateral Agent, for itself and on behalf of the lenders in association with the security interest, hereby (i) releases, cancels, terminates and discharges (without representation, warranty or recourse) all of its lien on and security interest in the Trademark Collateral and (ii) reassigns, transfers and conveys to each Pledgor any and all right, title and interest it may have in, to and under the Trademark collateral.

The Collateral Agent shall at Pledgors’ sole cost and expense, take all further actions, and provide to Pledgors’, their successors, assigns or other legal representative, all such cooperation and assistance (including without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Pledgors’ to more fully and effectively effectuate the purposes of this Release.

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JEFFERIES FINANCE LLC,
as Collateral Agent

By: 

Name: Paul McDonnell
Title: Managing Director

Date: April 28, 2015

[Klockner Pentaplast – Termination and Release of Security Interest in Trademarks]

Schedule A

Registered Trademarks

MARK	COUNTRY	REG. NO.	OWNER
MIRREX	US	0798682 6-NOV-1965	Klockner Pentaplast of America, Inc.
SMARTCYCLE	US	3518186 14-OCT-2008	Klockner Pentaplast of America, Inc.
SMARTCYCLE MADE FROM BOTTLES (Design)	US	3529228 04-NOV-2008	Klockner Pentaplast of America, Inc.
SUREPRINT	US	2998559 20-SEP-2005	Klockner Pentaplast of America, Inc.
TRUPRINT	US	2000265 10-SEP-1996	Klockner Pentaplast of America, Inc.
WAYPET	US	2328567 14-MAR-2000	Waytek Corp.
WAYTEK	US	1502555 30-AUG-1988	Waytek Corp.
MIRREX	Australia	420411 04-JAN-1985	Klockner Pentaplast of America, Inc.
MIRREX	Brazil	811873226 10-JUN-1986	Klockner Pentaplast of America, Inc.
MIRREX 1025	Brazil	821241567 30-APR-2002	Klockner Pentaplast of America, Inc.
MIRREX	Canada	TMA343033 22-JUL-1988	Klockner Pentaplast of America, Inc.
MIRREX	Chile	736877 21-OCT-2005	Klockner Pentaplast of America, Inc.
MIRREX 1025	European Community Trademarks	946301 28-JAN-2000	Klockner Pentaplast of America, Inc.
SUREPRINT	European Community Trademarks	4895827 18-JAN-2007	Klockner Pentaplast of America, Inc.
TRUPRINT	European Community Trademarks	004895835 20-FEB-2007	Klockner Pentaplast of America, Inc.
MIRREX 1025	Mexico	670692 07-OCT-1998	Klockner Pentaplast of America, Inc.
MIRREX	Panama	38420 17-MAR-1986	Klockner Pentaplast of America, Inc.
MIRREX	Paraguay	284525 28-NOV-2005	Klockner Pentaplast of America, Inc.
MIRREX	Peru	PI0057788 20-JUN-2015	Klockner Pentaplast of America, Inc.