TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM345516

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A.		06/22/2015	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Rieke Corporation	
Street Address:	500 W. Seventh St.	
City:	Auburn	
State/Country:	INDIANA	
Postal Code:	46706	
Entity Type:	CORPORATION: INDIANA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2174125	

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 Elaine Carrera, Legal Assistant **Correspondent Name:**

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:	06/23/2015

Total Attachments: 5

source=Trimas - BONY - 2010 Trademark Release#page1.tif source=Trimas - BONY - 2010 Trademark Release#page2.tif source=Trimas - BONY - 2010 Trademark Release#page3.tif source=Trimas - BONY - 2010 Trademark Release#page4.tif source=Trimas - BONY - 2010 Trademark Release#page5.tif

Form **PTO-1594** (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.		
Name of conveying party(ies): The Bank of New York Mellon Trust Company, N.A.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: Rieke Corporation		
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State: ☐ Other ☐ Other ☐ Citizenship (see guidelines) USA Additional names of conveying parties attached? ☐ Yes ☒ No 3. Nature of conveyance/Execution Date(s): Execution Date(s) June 22, 2015 ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☒ Other Release of Security Interest	Street Address: 500 W. Seventh St. City: Auburn State: IN Country: USA Zip: 46706 Individual(s) Citizenship Association Citizenship Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship USA-IN Other Citizenship 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 A. Trademark Application No.(s) Text C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) 2174125 Additional sheet(s) attached? Yes X No		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:		
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: c/o Cahili Gordon & Reindel LLP 80 Pine Street	Authorized to be charged to deposit account Enclosed		
City: New York	8. Payment Information:		
State: NY Zip: 10005			
Phone Number: _(212) 701-3365			
Docket Number:	Deposit Account Number		
Email Address: ecarrera@cahill.com	Authorized User Name		
9. Signature: Slave Signature	June 23, 2015 Date		
Elaine Carrera	Total number of pages including cover 5		
Name of Person Signing	sheet, attachments, and document:		

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

RELEASE OF SECURITY INTERESTS IN SPECIFIED TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN SPECIFIED

TRADEMARKS (this "Release") is made as of June 22, 2015 ("Effective Date") by The Bank of New York Mellon Trust Company, N.A. its successors, assigns and other legal representatives (in its capacity as trustee and second lien agent) in favor of Cequent Consumer Products, Inc., an Ohio Corporation (the "Grantor").

WHEREAS, reference is made to that certain Indenture, dated as of December 29, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>Indenture</u>"), among the Grantor, the subsidiary guarantors party thereto, The Bank of New York Mellon Trust Company, N.A., as trustee and second lien agent (in such capacities, the "Trustee" and the "<u>Second Lien Agent</u>");

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement, dated as of December 29, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the grantors identified therein in favor of the Second Lien Agent, Grantor granted to the Second Lien Agent a continuing security interest in and to all of its right, title and interest in and to certain Collateral, including, without limitation, the trademark registrations and applications set forth on Schedule A hereto together with the goodwill associated therewith (collectively, the "Trademarks"). Capitalized terms used herein without definition are used as defined in the Security Agreement or the Indenture, as applicable;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantor, certain of its affiliates and the Second Lien Agent entered into a Trademark Security Agreement, dated as of March 18, 2010 (the "<u>Trademark Security Agreement</u>");

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on March 22, 2010, at Reel 4171, Frame 0622:

WHEREAS, the Grantor has requested that the Second Lien Agent release and reassign any and all right, title and interest it may have in the Trademarks, and the Second Lien Agent has agreed to do so; and

WHEREAS, the Second Lien Agent has duly authorized the execution, delivery and performance of this Release;

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

- 1. Release of Security Interest. The Second Lien Agent hereby terminates its security interest in the Trademarks that were pledged pursuant to the Trademark Security Agreement, and terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks together with the goodwill associated therewith, such actions to be evidenced by delivery of this Release, executed on behalf of the Second Lien Agent, to the Grantor.
- 2. <u>Assignment of Rights</u>. If and to the extent the Second Lien Agent has acquired any right, title or interest to any of the Trademarks or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Grantor.
- 3. <u>Further Assurances</u>. The Second Lien Agent shall take all further actions, reasonably acceptable to the Second Lien Agent, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor, each at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Trustee and Second Lien Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee and Second Lien Agent

Ву:

Name:

Yolenda Asi

SCHEDULE A Trademarks

RECORDED: 06/23/2015

Owner	Trademark	Serial No.	Reg. No.
Rieke Corporation	DESIGN ONLY	74611247	2174125