

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345517

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of New York Mellon Trust Company, N.A.		06/22/2015	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cequent Consumer Products, Inc.		
<b>Street Address:</b>	29000-2 Aurora Rd.		
<b>City:</b>	Solon		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44139		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3234325	GREEN SWEEP	
<b>Registration Number:</b>	2987010	GRIP-IT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		
<b>DATE SIGNED:</b>	06/23/2015		
<b>Total Attachments: 5</b>			
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### 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):**

The Bank of New York Mellon Trust Company, 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) June 22, 2015

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Cequent Consumer Products, Inc.

Street Address: 29000-2 Aurora Rd.

City: Solon

State: OH

Country: USA Zip: 44139

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship USA-OH
- 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 identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

See Schedule A

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A

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:**

2

**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

June 23, 2015

Date

Elaine Carrera

Name of Person Signing

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

5

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 "Indenture"), 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 "Second Lien Agent");

**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 February 22, 2012 (the "Trademark Security Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on March 30, 2012, at Reel 4746, Frame 0030;

**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.

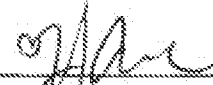
2. Assignment of Rights. If and to the extent the Second Lien Agent has acquired any right, title or interest to any of the Trademarks or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Grantor.

3. Further Assurances. 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

By:   
Name: \_\_\_\_\_  
Title: *Associate* Yolanda Ash

SCHEDULE A  
Trademarks

<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Reg. No.</b>
Cequent Consumer Products, Inc.	GREEN SWEEP	78433456	3234325
Cequent Consumer Products, Inc.	GRIP-IT	76584408	2987010