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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM359441

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as Administrative Agent		10/19/2015	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Precision Engineered Products, LLC		
Street Address:	110 Frank Mossberg Drive		
City:	Attleboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02703		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4290033	PEP BE-ST PRECISION ENGINEERED PRODUCTS

CORRESPONDENCE DATA

Fax Number: 2165790212

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.

Phone: (216) 586-3939

Email: skoston@jonesday.com

Correspondent Name: JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	601755-049199
NAME OF SUBMITTER:	Sheryl H. Love
SIGNATURE:	/Sheryl H. Love/
DATE SIGNED:	10/21/2015

Total Attachments: 3 source=4290033#page1.tif source=4290033#page2.tif

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 19, 2015 ("Release"), is made by KeyBank National Association, as Administrative Agent ("Administrative Agent") in favor of Precision Engineered Products, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of December 22, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in any and all right, title and interest of such Obligor in and to all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of December 22, 2010 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on March 26, 2013 at Reel 4991 Frame 0323.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice and all interests in the Trademarks, Trademark Licenses, and Proceeds of the foregoing previously assigned to the Administrative Agent are hereby reassigned to the Grantor; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

TRADEMARK REEL: 005649 FRAME: 0829 IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

KeyBank National Association, as Administrative Agent

By:______Name: Ari Deutchman_

Name: Ari Deutchman Title: Vice President

TRADEMARK REEL: 005649 FRAME: 0830

Schedule A

Precision Engineered Products, LLC (Delaware Limited Liability Company)

U.S. Trademark

Registered Mark

Mark	Reg. No.	Reg. Date
PEP BE-ST PRECISION ENGINEERED PRODUCTS and	4290033	02/12/13
Design		

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TRADEMARK REEL: 005649 FRAME: 0831

RECORDED: 10/21/2015