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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM373131

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Capital One Business Credit Corporation		02/11/2016	CORPORATION: NEW YORK
Capital One, National Association		02/11/2016	National Bank:

## **RECEIVING PARTY DATA**

Name:	Nationwide Industries, Inc.	
Street Address:	10333 Windhorst Road	
City:	Tampa	
State/Country:	FLORIDA	
Postal Code:	33619	
Entity Type:	CORPORATION: FLORIDA	

### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark	
Serial Number:	76298112	ELIMINATOR	
Serial Number:	78846593	THE PROTECTOR	
Serial Number:	78808150	KEYSTONE	
Serial Number:	78808160	KEYSTONE ADVANTAGE	
Serial Number:	78880771	CORNERSTONE	
Serial Number:	78974734	KLAW	
Serial Number:	77887321	AQUALATCH	
Serial Number:	77887335	SAFE-ALERT	
Serial Number:	76147146	THE CASTILLE COLLECTION	
Serial Number:	77016217	THE CASTILLE COLLECTION	
Serial Number:	77016090	BANNER	

### **CORRESPONDENCE DATA**

**Fax Number:** 3122585600

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:** rfloren@schiffhardin.com

<del>TRADEMARK</del>

900354132 REEL: 005731 FRAME: 0238

Correspondent Name: Rebecca Floren
Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 6600

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	41357-0040
NAME OF SUBMITTER:	Rebecca Floren
SIGNATURE:	/s/ Rebecca Floren
DATE SIGNED:	02/12/2016

## **Total Attachments: 6**

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# RELEASE AND TERMINATION OF SECURITY INTEREST IN U.S. TRADEMARKS AND U.S. PATENTS

This RELEASE AND TERMINATION OF SECURITY INTEREST IN U.S. TRADEMARKS AND U.S. PATENTS ("Notice of Release"), dated as of February 11, 2016, is made by CAPITAL ONE BUSINESS CREDIT CORPORATION (as successor in interest of Capital One Leverage Finance Corp.) and CAPITAL ONE, NATIONAL ASSOCIATION (as assignee of Capital One Business Credit Corporation), each in its capacity as Agent (individually and collectively, the "Agent") for the Secured Parties under that certain Amended and Restated Loan and Security Agreement dated as of August 13, 2014 (as amended, the "Loan Agreement"). Capitalized terms used herein without definition shall have the meanings assigned to them in the Loan Agreement.

**WHEREAS,** as security for the Obligations of NATIONWIDE INDUSTRIES, INC., a Florida corporation ("Nationwide") under the Loan Agreement, Nationwide entered into:

- (a) that certain Trademark Security Agreement dated as of October 25, 2010 (the "2010 Security Agreement"), whereby Nationwide and the other Grantors party thereto granted to the Agent a lien on and security interest in all of its right, title and interest in, in to and under all U.S. Trademarks (as defined in the 2012 Trademark Security Agreement), including, without limitation, each trademark registration and application listed on Schedule I attached hereto and incorporated herein (the "2010 Trademarks"), which was recorded in the records of the Trademark Assignment Division of the U.S. Patent and Trademark Office on October 26, 2010 at Reel 004304; Frame 0009;
- (b) that certain Trademark Security Agreement dated as of December 19, 2012 (the "2012 Trademark Security Agreement"), whereby Nationwide and the other Grantors party thereto granted to the Agent a lien on and security interest in all of its right, title and interest in, in to and under all U.S. Trademarks (as defined in the 2012 Trademark Security Agreement), including, without limitation, each trademark registration and application listed on Schedule II attached hereto and incorporated herein (the "2012 Trademarks" and together with the 2010 Trademarks, the "Nationwide Trademark Collateral"), which was recorded in the records of the Trademark Assignment Division of the U.S. Patent and Trademark Office on December 27, 2012 at Reel 4929; Frame 0903; and
- (c) that certain Patent Security Agreement dated as of December 19, 2012 (the "Patent Security Agreement"), whereby Nationwide and the other Grantors party thereto granted to the Agent a lien on and security interest in all of its right, title and interest in, to and under all U.S. Patents (as defined in the Patent Security Agreement), including, without limitation, each patent registration and application listed on <u>Schedule III</u> attached hereto and incorporated herein (the "<u>Nationwide Patent Collateral</u>"), which was recorded in the records of the Patent Assignment Division of the U.S. Patent and Trademark Office on December 27, 2012 at Reel 029548; Frame 0526;

WHEREAS, Nationwide requests and Agent agrees to release its security interest in, and discharge fully its lien on, the Nationwide Trademark Collateral and the Nationwide Patent Collateral in accordance with the terms of the Loan Agreement, and as herein provided.

**NOW, THEREFORE,** for valuable consideration received, the Agent hereby terminates, discharges and releases all liens and security interests granted to the Agent in the Nationwide Trademark Collateral and the Nationwide Patent Collateral without representation, warranty or recourse of any kind.

[Signature page follows]

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IN WITNESS WHEREOF, the Agent has caused this Notice of Release to be duly executed as of the date first set forth above.

CAPTIAL ONE BUSINESS CREDIT CORPORATION, as Agent

CAPTIAL ONE, NATIONAL ASSOCIATION, as Agent

Name: Julianne Low
Title: Senior Director

[Signature Page to Notice of Release - Nationwide Industries (U.S. Trademarks and U.S. Patents)]

# SCHEDULE I

# 2010 TRADEMARK COLLATERAL

Trademark	Registration No.	Serial Number
Eliminator	2,658,650	76298112
The Protector	3,183,900	78846593
Keystone	3,327,266	78808150
Keystone Advantage	3,332,010	78808160
Cornerstone	3,332,583	78880771
Klaw	3,396,561	78974734
Aqualatch	3874783	77887321
Safe-Alert	3874734	77887335

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## **SCHEDULE II**

# 2012 TRADEMARK COLLATERAL

Trademark	Registration No.	Serial Number
The Castille Collection	2490777	76147146
The Castille Collection	3416649	77016217
Banner	3416648	77016090

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## **SCHEDULE III**

## **PATENT COLLATERAL**

Patent	Patent No.	Application No.
Magnetic Latch System	7044511	10971709
Gate Lock Device	7201030	10989602
Two-Point Mortise Lock	7418845	11162874
Door Handle	D514423	29224050
Baluster Shoe	D544106	29249976
Baluster Shoe	D544107	29249977
FAD design	8109045	11379425
Stair Rail Assembly (baluster shoe utility patent)	8033530	11969548
Manta	8256806	12410060
Keystone X	8646815	12621080
Aqualatch	8376421	12658534
New Cleat (Macro-Micro)	8065843	12033650

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**RECORDED: 02/12/2016**