## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM374883

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release of Trademark Security Interest (Second Lien)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		02/29/2016	bank: SWITZERLAND

## **RECEIVING PARTY DATA**

Name:	Armacell LLC
Street Address:	7600 OAKWOOD STREET
City:	MEBANE
State/Country:	NORTH CAROLINA
Postal Code:	27302
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2055569	T-BOARD

## **CORRESPONDENCE DATA**

Fax Number: 2149813400

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.

214-981-3483 Phone: Email: dclark@sidley.com Dusan Clark, Esq. **Correspondent Name:** Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Avenue, Suite 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	59149-30020	
NAME OF SUBMITTER:	Dusan Clark	
SIGNATURE:	/Dusan Clark/	
DATE SIGNED:	02/29/2016	

## **Total Attachments: 3**

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## RELEASE OF TRADEMARK SECURITY INTEREST (SECOND LIEN)

THIS RELEASE OF TRADEMARK SECURITY INTEREST (SECOND LIEN) (the "Release") is made effective as of February 29, 2016, by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, Collateral Agent (the "Collateral Agent") to ARMACELL LLC (the "Pledgor"). All terms not herein defined, have the meanings set forth in the Credit Agreement, the Security Agreement or the Confirmatory Grant referenced below.

WHEREAS, Armacell International S.A. (formerly known as Ultima Lux S.à.r.l), Ultima Intermediate S.à.r.l., Ultima US Holdings LLC (the "Initial Term Borrower"), the lenders party thereto from time to time and Credit Suisse AG, as administrative agent and collateral agent, are parties to that certain Second Lien Credit Agreement dated as of July 2, 2013 (as amended, restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Pledgor, Initial Term Borrower, other Grantors party thereto, and the Collateral Agent are party to that certain Second Lien US Pledge and Security Agreement dated as of July 2, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in conjunction with the security interest granted under the Security Agreement, the Pledgor executed and delivered a Second Lien Trademark Security Agreement dated as of July 2, 2013 (the "Confirmatory Grant") to the Collateral Agent in order to secure the prompt and complete payment or performance in full of the Secured Obligations in accordance with the terms and conditions of the various loan documents;

WHEREAS, pursuant to the Security Agreement and the Confirmatory Grant, the Pledgor granted to the Collateral Agent, among other collateral, a continuing security interest in all of Pledgor's right, title and interest in, to and under (1) the Trademarks (as defined in the Security Agreement), including those material Trademark registrations and registration applications in the United States Patent and Trademark Office listed on the attached Schedule A. (2) all goodwill associated with such Trademarks, (3) all assets, rights and interests that uniquely reflect or embody the Trademarks, (4) the right to sue third parties for past, present and future infringements of any Trademark, and (5) all proceeds and rights associated with the foregoing ((1) through (5), collectively, the "Marks");

WHEREAS, the Confirmatory Grant was recorded in the United States Patent & Trademark Office on October 8, 2013 at Reel/Frame 5127/0251; and

WHEREAS, the Collateral Agent wishes to release its security interest in the Marks.

NOW THEREFORE, as the Pledgor has satisfied its Secured Obligations under the Security Agreement, the Collateral Agent hereby terminates, releases and discharges any security interest in and lien upon the Marks, and assigns, transfers, and conveys to the Pledgor any and all right, title or interest in, or to, the Marks that the Collateral Agent may hold, and Collateral Agent authorizes the Pledgor and any of its agents to record such release with the United States Patent & Trademark Office and undertake all steps as may be necessary to give effect to the termination, discharge and release of security interest over the Marks, in accordance with the terms of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer.

CREDIT SUISSE AG, CAYMAN ISLANDS

BRANCH, as Collateral Agent

Name: Robert Hetu

Title: Authorized Signatory

Name: Warren Van Hesst Title: Authorized Signatory

[Signature Page to Second Lien Trademark Release]

# Schedule A

to

# Release of Trademark Security Interest

# Reel/Frame 5127/0251

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
U.S. Federal	T-BOARD	75140124 23-JUL-1996	2055569 22-APR-1997	Renewed	Armacell LLC

ACTIVE 212730984v.3

**RECORDED: 02/29/2016**