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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM395535

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
and the second s	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG, New York	,	07/15/2016	Bank: UNITED STATES
Branch			

RECEIVING PARTY DATA

Name:	CNA Holdings LLC		
Street Address:	222 W. Las Colinas Blvd.		
Internal Address:	Suite 900N		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Gorpogation: DELAWARE OLD 8/22/16		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0682715	AMCEL
Registration Number:	0694414	AMGEL

CORRESPONDENCE DATA

Fax Number:

2024083141

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:

2024083141

Email:

jean.paterson@cscglobal.com Corporation Service Company

Correspondent Name: Address Line 1:

1090 Vermont Avenue, NW

Address Line 4:

Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 258098-20 NAME OF SUBMITTER: Jean Paterson

SIGNATURE: DATE SIGNED:

08/18/2016

/jep/

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of July 15, 2016 (the "Effective Date"), is made by Deutsche Bank AG, New York Branch, in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of April 5, 2004, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in the trademarks set forth on Schedule A attached hereto (the "Trademarks") and the goodwill of the business symbolized by such Trademarks, and the registrations and applications therefor (together with the Trademarks, the "Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 18, 2005 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office:

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 21, 2005 at Reel/Frame 3070/0325;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and 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), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

TRADEMARK
REEL: 005860 FRAME: 0845

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

DEUTSCHE BANK AG, NEW YORK BRANCH, acting in its capacity as Collateral Agent for the Lenders

Name:

Marcus M. Tarkington

Title:

Dusan Lazarov

Director

REEL: 005860 FRAME: 0846

GRANTORS:

CNA HOLDINGS LLC

Name: Jamie A. Beggs

Title: Vice President and Treasurer

REEL: 005860 FRAME: 0847

Schedule A

Trademark Collateral

	Owner	Trademark	Registration No./Serial No.
1.	CNA Holdings, Inc.	AMCEL	0682715
2.	CNA Holdings, Inc.	AMCEL	0694414

RECORDED: 08/18/2016

TRADEMARK
REEL: 005860 FRAME: 0848