# CH \$40.00 46715

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM447704

Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		10/17/2017	National Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	TPI ABRASIVES, LLC	
Street Address:	460 E. Swedesford Rd.	
Internal Address:	Suite 3000	
City:	Wayne	
State/Country:	PENNSYLVANIA	
Postal Code:	19087	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4671544	GOLDEN TOUCH

#### **CORRESPONDENCE DATA**

**Fax Number:** 2127352000

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:** 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2795	
NAME OF SUBMITTER:	Jenna S. Cantor	
SIGNATURE:	/s Jenna S. Cantor /s	
DATE SIGNED:	10/18/2017	

#### **Total Attachments: 4**

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#### RELEASE OF ABL SECURITY INTEREST IN TRADEMARK COLLATERAL

#### (Trademarks and Trademark Licenses)

RELEASE OF ABL SECURITY INTEREST IN TRADEMARK COLLATERAL (this "*Release*"), dated as of October 17, 2017, is by BANK OF AMERICA, N.A., as Collateral Agent, in favor of TPI ABRASIVES, LLC, a Delaware limited liability company (the "*Grantor*").

WHEREAS, Grantor owns, or in the case of Trademark Licenses is a party to a license agreement with respect to, the Trademark Collateral (as defined below);

WHEREAS, Tekni-Plex, Inc. (the "Borrower"), Tekni-Plex Holdings, LLC ("Holdings"), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Bank of America, N.A., as Collateral Agent and Administrative Agent, are parties to an ABL Credit Agreement, dated as of June 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to (i) a ABL Security Agreement, dated as of June 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "ABL Security Agreement"), among the Borrower, the Guarantors party thereto and Bank of America, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including that certain ABL Trademark Security Agreement, dated as of May 16, 2016 (the "Trademark Security Agreement")), the Grantor secured the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the "Security Interest") in all right, title and interest of the Grantor in, to and under the following, other than any Excluded Assets (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (a) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (b) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and
  - (c) all Proceeds of and revenues from the foregoing;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 16, 2016 at Reel 5794, Frame 0179;

WHEREAS, the Collateral Agent has agreed to execute and deliver this Release to evidence the release of its Security Interest in the Trademark Collateral; and

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WHEREAS, terms defined in the ABL Security Agreement (or whose definitions are incorporated by reference in Section 1 of the ABL Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

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

The Collateral Agent, without any representation, warranty or recourse of any kind including without limitation the validity, existence or lien of the Collateral Agent and the Secured Parties in and to the Trademark Collateral or whether any disposition or release of the lien of the Trademark Collateral has previously occurred or been recorded, hereby terminates, releases, cancels and discharges its Security Interest in the Trademark Collateral, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto. If and to the extent the Collateral Agent has acquired any right, title or interest in or to any Trademark Collateral, the Collateral Agent, without any representation, warranty or recourse of any kind, hereby irrevocably re-assigns, re-transfers and re-conveys such right, title or interest to the Grantor. The Collateral Agent, without representation or warranty of any kind, terminates any filings against the Trademark Collateral made and delivered for recording with the United States Patent and Trademark Office under and in accordance with the Trademark Security Agreement.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS RELEASE.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer as of the date first written above.

BANK OF AMERICA, N.A., as Collateral Agent

sy: \_\_\_\_

Christy Bowen Vice President

## Schedule 1 to Release of ABL Security Interest in Trademark Collateral TPI ABRASIVES, LLC

#### **TRADEMARKS**

<u>Mark</u>	Reg. Date	Status (Application/Registered)	$\frac{\textbf{Application/Registration}}{\textbf{No}}.$
"Golden Touch"	January 13, 2015	Active	Reg. No. 4,671,544

#### TRADEMARK LICENSES

None.

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**RECORDED: 10/18/2017**