

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461055

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION OF SECURITY INTEREST IN TRADEMARKS AT REEL/FRAME 5609/0446		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		02/02/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VARI-FORM INC.		
<b>Street Address:</b>	780 WRIGHT STREET		
<b>City:</b>	STRATHROY, ONTARIO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	N7G 4K5		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1437939	VARI-FORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<i>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.</i>			
<b>Phone:</b>	(216) 586-3939		
<b>Email:</b>	skoston@jonesday.com		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	901 LAKESIDE AVENUE		
<b>Address Line 2:</b>	NORTH POINT		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	251205-600004		
<b>NAME OF SUBMITTER:</b>	Rita Rochford		
<b>SIGNATURE:</b>	/Rita Rochford/		
<b>DATE SIGNED:</b>	02/06/2018		
<b>Total Attachments: 4</b>			
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## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of February 2, 2018 is made by JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), in favor of Vari-Form Inc., a Canadian corporation (the "Pledgor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below). Notwithstanding the foregoing, for the purposes of this Termination, "Trademark Collateral" shall have the meaning assigned to such term in the Trademark Security Agreement (as defined below) and shall include, without limitation, those Trademark Registrations and Trademark Applications listed on Schedule 1 attached hereto.

**WHEREAS**, pursuant to that (i) certain ABL Guaranty, Pledge and Security Agreement, dated as of September 30, 2014 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), among the Pledgor, the other Grantors (as defined therein) party thereto and the Administrative Agent and (ii) certain Trademark Security Agreement, dated as of August 26, 2015 (the "Trademark Security Agreement") executed by the Pledgor in favor of the Administrative Agent, the Pledgor pledged and granted to the Administrative Agent a security interest in and continuing lien on all of the Pledgor's right, title and interest in, to and under the Trademark Collateral; and

**WHEREAS**, the security interest in the Trademark Collateral pledged and granted by the Pledgors to the Administrative Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on August 26, 2015, at Reel 5609, and Frame 0446; and

**WHEREAS**, the Administrative Agent has agreed to terminate, release and discharge its security interest and lien on all of the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Pledgor secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Pledgor's right, title and interest in, to and under the Trademark Collateral, including all goodwill associated with the Trademark Collateral, and hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Trademark Collateral to the Pledgor.

2. The Administrative Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

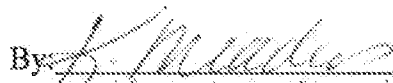
3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT

REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Kathleen Miller  
Title: Administrative Agent

**Schedule 1**  
**to**  
**Termination of Security Interests in Trademarks**

<b>Grantor</b>	<b>Name of Trademark</b>	<b>Application Number</b>	<b>File Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
VARI-FORM INC.	VARI-FORM	73/560818	9/30/1985	1437939	4/28/1987

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