

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		03/15/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Q.E.P. CO., INC.		
Street Address:	1001 BROKEN SOUND PARKWAY, NW		
Internal Address:	SUITE A		
City:	BOCA RATON		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2216250	ACCUPLY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	laura.o'brien@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	048914.00078		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		
DATE SIGNED:	03/18/2019		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “Release”), is made as of March 15, 2019 by and between Q.E.P. CO., INC., a Delaware corporation (“Grantor”) and BANK OF AMERICA, N.A., with an office at Four Penn Center, Suite 1100, 1600 JFK Boulevard, Philadelphia, Pennsylvania 19103, as agent for the Lenders (hereinafter referred to as the “Agent”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Documents (as those terms are defined below).

WHEREAS, the Grantor, certain affiliates of the Grantor, the financial institutions party thereto as lenders (the “Lenders”), and the Agent have entered into a Fourth Amended and Restated Loan Agreement, dated as of January 31, 2017 (as amended, restated, renewed, extended, substituted, modified or supplemented from time to time, the “Loan Agreement”), and various instruments, guaranties, agreements and other documents executed and/or delivered in connection therewith (all of the foregoing, as amended, restated, renewed, extended, substituted, modified or supplemented from time to time, together with the Loan Agreement, collectively, the “Loan Documents”).

WHEREAS, pursuant to the Loan Documents, the Grantor granted to the Agent, for the benefit of the Lenders, a security interest (referred to in this Release as the “Trademark Security Interest”) in the Grantor’s right, title and interest in, to and under (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

WHEREAS, the Agent has agreed to terminate and release all of its right, title and interest in or to the Trademark Collateral, including the Trademark Security Interest.

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

1. Release of Lien. The Agent hereby terminates, extinguishes, cancels, releases and discharges any and all right, title and interest, including the Trademark Security Interest, in and to the Trademark Collateral arising in connection with the Loan Documents and assigns, discharges, quit claims and relinquishes unto the Grantor (without recourse and without any representation or warranty), respectively, any and all right, title and interest it has in and to the

Trademark Collateral; provided, however, that the foregoing shall apply only to those Trademarks of Grantor referred to on Schedule 1 hereto and the other Trademark Collateral related thereto.

2. Further Assurances. The Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantor and at Grantor's cost and expense, to more fully and effectively effectuate the release of liens and Trademark Security Interest contemplated hereby.

3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

5. Costs and Expenses. The Grantor agrees to pay or reimburse the Agent for all of its reasonable out-of-pocket costs and expenses incurred in connection with this Agreement, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable fees and disbursements of counsel to the Agent.

[Signature page follows]

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

AGENT:

BANK OF AMERICA, N.A.

By: Kevin W. Corcoran V.P.

Name: KEVIN W. CORCORAN

Title: VICE PRESIDENT

[Signature Page to Release of Security Interest in Intellectual Property]

Schedule 1 to
Release of Security Interest in Intellectual Property

Trademarks

Country	Title	Registration No.	Serial No.
USA	ACCUPLY	2216250	75382915