

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACF Finco I LP		04/30/2010	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Mara Lindstrom		
Street Address:	50 School Street		
City:	Northborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01532		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2267201	HEART BREAK HEELERS	
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>			
Phone:	7166269993		
Email:	tag@tgreinerlaw.com		
Correspondent Name:	Terrence A. Greiner		
Address Line 1:	25 S. Cayuga Dr.		
Address Line 4:	Williamsville, NEW YORK 14221		
NAME OF SUBMITTER:	Terrence A. Greiner		
SIGNATURE:	/Terrence A. Greiner/		
DATE SIGNED:	09/12/2019		
Total Attachments: 6			
source=Homasote Payoff Letter 8.8.19#page1.tif			
source=Homasote Payoff Letter 8.8.19#page2.tif			
source=Homasote Payoff Letter 8.8.19#page3.tif			
source=Homasote Payoff Letter 8.8.19#page4.tif			
source=Homasote Payoff Letter 8.8.19#page5.tif			

OP \$40.00 2267201

August 7, 2019

Homasote Company

Re: *Repayment of Indebtedness*

Ladies & Gentlemen:

Reference is hereby made to that certain Credit Facilities Agreement dated as of April 30, 2010 (as amended or modified from time to time, the "Loan Agreement") between HOMASOTE COMPANY, a New Jersey corporation ("Borrower"), and ACF FINCO I LP ("Lender"). Capitalized terms used but not otherwise defined in this letter (this "Payoff Letter") shall have the respective meanings set forth in the Loan Agreement.

The total amount necessary to pay in full as of this date the outstanding non-contingent Obligations under the Loan Agreement (other than any and all indemnity obligations under any of the Loan Documents not yet due and payable and which by their terms survive the termination of the Loan Documents (collectively, the "Indemnity Obligations")) is as follows:

Principal on Revolving Loans:	\$1,963,020.35
Outstanding Interest on Revolving Loans:	\$4,353.60
Principal on Term Loans:	\$829,166.84
Outstanding Interest on Term Loans:	\$1,474.08
Outstanding Wire and Service Fees:	\$140.00
Outstanding Collateral Management Fee:	\$1,500.00
Outstanding Facility Fee:	\$4,722.22
Other:	\$0.00
Early termination Fee:	\$0.00
Reserve:	\$25,000.00
Legal Fees:	\$5,000.00
TOTAL WIRE TRANSFER AMOUNT	\$2,834,377.09

Payment of the amount set forth above (the "Payoff Amount") should be made to the Lender by way of wire transfer in immediately available funds directed as follows:

Bank Name:	BMO Harris Bank N.A.
Account No.:	3098704
ABA Routing No.:	071000288
Account Name:	ACF FinCo I LP
Ref:	Homasote

If the Payoff Amount is not received by Lender on or before 3:00 p.m. (Eastern Time) on August 9, 2019 (the "Payoff Time"), please contact Lender for an updated Payoff Amount. Please contact Mr. Daniel Reilly of the Lender at (914) 418-1248 or direilly@aresmgmt.com for all inquiries regarding receipt of the Payoff Amount.

The Reserve listed in the table above will be non-interest bearing and may be used by Lender to satisfy any fees, costs, and expenses payable to Lender (including attorneys' fees and legal expenses), or other obligations of Borrower to Lender under this Payoff Letter or the Loan Documents. The balance, if any, remaining after such application will be remitted by Lender to Borrower with an accounting of any deductions there from on or before October 31, 2019, in accordance with the instructions herein for the forwarding of funds. If Lender incurs fees, costs, or expenses in connection with the Loan Agreement, the Loan Documents or the drafting, preparation or transactions contemplated under this Payoff Letter that exceed the Reserve, or if Lender incurs fees, costs, or expenses in connection with any of the foregoing after the balance of the Reserve has been remitted to Borrower, Borrower shall reimburse Lender promptly after receipt of a demand therefor (and in any event within three (3) Business Days of such request), for the full amount of all such fees, costs, or expenses.

Lender hereby agrees that, upon receipt by Lender of the Payoff Amount by the Payoff Time in immediately available funds and receipt by Lender of this letter executed by Borrower, (a) Borrower will not be indebted to the Lender for any reason under the Loan Documents (other than with respect to any and all Indemnity Obligations, all obligations of Borrower to Lender under this letter agreement, and interest on the foregoing at the rate provided in the Loan Agreement (which interest shall accrue from the date on which each such amount is due hereunder or under the terms of the Loan Documents as in effect immediately prior to the effectiveness hereof, until Lender has received full and final payment thereof in immediately available funds) (collectively, the "Continuing Obligations") and Lender's commitment to extend further credit to Borrower under the Loan Documents will terminate, (b) the Loan Agreement and all of Lender's security interests in and other liens with respect to all real and personal property of Borrower and any guarantor granted thereunder will be automatically terminated and released, (c) all guarantors of the Obligations (other than with respect to the Continuing Obligations) will be automatically released from their obligations to Lender, (d) Lender hereby authorizes Borrower and its authorized agents to file termination statements with respect to each financing statement filed to perfect any of the security interests and other liens in favor of Lender in any assets of Borrower and any guarantor as security for any of the amounts owing under the Loan Agreement, including, without limitation, for the UCC financing statements described on Exhibit A, and (e) Lender will return all possessory collateral, execute such other lien release documents, and take such other actions as Borrower may reasonably request in order to evidence or otherwise give public notice to such collateral terminations and releases and Borrower or any of its agents is authorized to file such documents; provided, however, that any and all such termination statements, mortgage releases and other such documents shall be prepared and recorded at the Borrower's expense (which may be applied against the Reserve)).

Notwithstanding anything to the contrary in this letter, Borrower has requested, and Lender hereby agrees, that Lender will continue to maintain the lockbox service (including the physical lockbox and related depository account (the "Account") currently in effect for Borrower in connection with the Loan Agreement for a period not to exceed forty-five (45) days following the Payoff Date. From and after the date of Lender's receipt of the Payoff Amount, Borrower hereby directs, and Lender agrees, to forward periodically to Borrower, pursuant to the instructions listed below at such times as the balance in the Account exceeds \$10,000, all available funds in the Account (net of any wire transfer or other fees or expenses of Lender associated therewith) received by Lender from Borrower's accounts pursuant to the cash management arrangement in effect pursuant to the Loan Documents on the date hereof and prior to giving effect hereto. It is further agreed that after the lockbox is closed, any and all payments received thereafter will be forwarded to Borrower at the address designated below by Borrower by overnight delivery service at Borrower's expense, so long as Borrower has provided a billing account number for the designated overnight delivery service to Lender. In consideration of the foregoing, the Borrower, in addition to its other obligations hereunder, agrees to indemnify and hold harmless Lender from and against any (i) returned or charged-back items, (ii) reversals or cancellation of payment orders or other electronic fund transfers, and (iii) overdrafts resulting from adjustments or corrections of previous charges or postings, to the extent that such actions occur with respect to funds transferred to Borrower pursuant to this paragraph. Lender shall transfer any funds pursuant to this paragraph to Borrower pursuant to the following

instructions:

Bank Name: PNC Bank N.A.
City & State: Princeton, Pa 18522
Account Name: Homasote Company
ABA Routing No.: 031201601
Account No.: 8026437513
Reference: LOAN PAYOFF / LOAN DATE

Forwarding address for payments after lockbox is closed: Homasote Company
900 Lower Ferry Road
Ewing, NJ 08628

Borrower's Express Mail Account for forwarding payments: Fed Ex 8715 4132 4079

Borrower hereby agrees to indemnify Lender, for a period not to exceed thirty (30) days from the date that all accounts of the Borrower maintained by Lender are closed, from any and all loss, cost, damage or expense (including attorneys' fees and legal expenses) which Lender may suffer or incur at any time as a result of (i) any non-payment, claim, refund or dishonor of any checks or other similar items which have been credited by Lender to the account of Borrower with Lender, and (ii) any bookkeeping, accounting or other errors in calculation of any amount to be paid to Lender hereunder requiring an adjustment thereto, together with any expenses or other charges incident thereto and, in addition, Borrower agrees to pay Lender on demand all costs and expenses (including attorneys' fees and legal expenses) incurred in connection with this letter agreement and any actions, instruments or documents contemplated hereunder.

For and in consideration of Lender's agreements contained herein, Borrower hereby forever releases and discharges Lender, its officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the "Released Parties") from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which Borrower ever had, now has or might hereafter have against the Released Parties which relates, directly or indirectly, to any of the Loan Documents or the transactions relating thereto to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the date hereof. Each Obligor agrees that the Payoff Amount and the Continuing Obligations are payable without any deduction, offset, defenses or counterclaim.

Borrower hereby confirms that the commitments of Lender to make loans under the Loan Documents, if any, are terminated as of the Payoff Date and, as of the Payoff Date, Lender has no further obligation to make loans to Borrower. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Lender from or for the account of Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrower, any of its subsidiaries or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against the Obligors and their successors or assigns. In such event, each Obligor shall be and remain liable to Lender for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Lender with interest accruing thereon from and after the date such amount is so repaid or recovered.

The agreements of Lender contained herein are conditioned on Lender's receipt of a fully executed copy of this letter. Any signature to this letter delivered by a party by facsimile transmission or by email in portable document format (PDF) shall be deemed to be an original signature hereto. This letter shall constitute an agreement made in and governed by the internal laws of the State of New York, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, may not be amended except by written agreement of the parties, expresses the entire understanding of the parties with

respect to the subject matter hereof, and may be executed in one or more counterparts, each of which shall constitute an original but all of which taken together shall be one and the same agreement.

ACF FINCO I LP

By: _____
Name: _____
Title: _____

The undersigned hereby acknowledges its receipt and acceptance of and agreement to the terms and conditions of this letter:


BORROWER:

Homasote Company

By: *Russell D. Foxano*
Name: *Russell D. Foxano*
Title: *CFO*
Date: *8/8/19*

respect to the subject matter hereof, and may be executed in one or more counterparts, each of which shall constitute an original but all of which taken together shall be one and the same agreement.

ACF FINCO I LP

By: 
Name: Oleg Serepuk
Title: Vice President

The undersigned hereby acknowledges its receipt and acceptance of and agreement to the terms and conditions of this letter:

BORROWER:

Homasote Company

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

UCC Financing Statements

Jurisdiction	Filing Number	Filing Date	Debtor
New Jersey Secretary of State	25616842	5/3/2010	Homasote Company
New Jersey Secretary of State	50408841	12/26/2012	Homasote Company
New Jersey Secretary of State	51183813	5/21/2015	Homasote Company