

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM703933

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900657853

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		04/12/2011	as Bank and Agent:

## RECEIVING PARTY DATA

<b>Name:</b>	WAXMAN CONSUMER PRODUCTS GROUP INC.
<b>Street Address:</b>	24460 AURORA RD.
<b>City:</b>	BEDFORD HEIGHTS
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44146
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	WAXMAN INDUSTRIES, INC.
<b>Street Address:</b>	24460 AURORA RD.
<b>City:</b>	BEDFORD HEIGHTS
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44146
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	TWI INDUSTRIAL, INC.
<b>Street Address:</b>	24460 AURORA RD.
<b>City:</b>	BEDFORD HEIGHTS
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44146
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	WAXMAN USA INC.
<b>Street Address:</b>	24460 AURORA RD.
<b>City:</b>	BEDFORD HEIGHTS
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44146
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	WAXMAN INDUSTRIAL GROUP, INC.
<b>Street Address:</b>	24460 AURORA RD.

City:	BEDFORD HEIGHTS
State/Country:	OHIO
Postal Code:	44146
Entity Type:	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	0885724	MR. FLAPPER
Registration Number:	2325795	SOFTTOUCH
Registration Number:	2488196	DURA BRIGHT
Registration Number:	2567408	BODY MOODS
Registration Number:	0959654	PLUMB CRAFT
Registration Number:	1795479	PLUMBKING
Registration Number:	1822584	SILENT SAM
Registration Number:	1824318	SPRAY SENSATIONS
Registration Number:	1879427	THE DO IT YOURSELF PEOPLE
Registration Number:	1914503	THE DO IT YOURSELF PEOPLE
Registration Number:	1919552	AQUALIFE
Registration Number:	1988909	SUPER SLIDERS
Registration Number:	2075697	PLUMBER'S CHOICE

**CORRESPONDENCE DATA**

Fax Number: 2163485474

*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: 2163485400

Email: jfergus@mcdonaldhopkins.com

Correspondent Name: Jonathan M. Fergus

Address Line 1: 600 Superior Avenue, East, Suite 2100

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	34659-00008
NAME OF SUBMITTER:	Jonathan M. Fergus
SIGNATURE:	/Jonathan M. Fergus/
DATE SIGNED:	01/21/2022

**Total Attachments: 4**

source=Waxman PNC\_IP Release Letter\_REDACTED#page1.tif

source=Waxman PNC\_IP Release Letter\_REDACTED#page2.tif

source=Waxman PNC\_IP Release Letter\_REDACTED#page3.tif

source=Waxman PNC\_IP Release Letter\_REDACTED#page4.tif



April 12, 2011

Waxman Industries, Inc.  
24460 Aurora Rd.  
Bedford Heights, OH 44146

Attn: Mark Wester, Senior Vice President and  
Chief Financial Officer

Re: *Revolving Credit, Term Loan and Security Agreement dated as of February 13, 2002, as amended by First Amendment Agreement dated September 6, 2002, Second Amendment Agreement dated August 20, 2003, Third Amendment Agreement dated May 18, 2004, Fourth Amendment Agreement dated March 31, 2005, Fifth Amendment Agreement dated October 5, 2005, Sixth Amendment Agreement dated March 22, 2006, Seventh Amendment Agreement dated September 28, 2006, Eighth Amendment Agreement dated September 30, 2007, Ninth Amendment Agreement dated May 8, 2008, Tenth Amendment Agreement dated August 28, 2008, Eleventh Amendment Agreement dated December 18, 2009, Twelfth Amendment Agreement dated March 17, 2010 and Thirteenth Amendment Agreement dated November 18, 2010, by and among WAXMAN INDUSTRIES, INC., WAXMAN CONSUMER PRODUCTS GROUP INC., WAXMAN USA INC., WAMI SALES, INC. and TWI INDUSTRIAL, INC. ("Borrowers"), WAXMAN INDUSTRIAL GROUP, INC. ("Guarantor") and PNC BANK, NATIONAL ASSOCIATION, as lender and agent ("PNC") (the "Credit Agreement").*

Gentlemen:

Reference is made to the Credit Agreement. Capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Credit Agreement.

1. PNC understands that the obligations of Borrowers outstanding under the Credit Agreement and the Other Documents will be repaid in full as provided below and the related commitments will be terminated.

2. PNC hereby agrees that concurrently with (a) the receipt by PNC of the total payoff amount referred to in Schedule A attached hereto and made a part hereof (the "Payoff Amount"), and (b) the receipt by PNC's counsel of the amounts referenced in paragraph 4(c) below, in each case via wire transfer to the accounts designated below on or prior to 4:00 p.m., New York Time, on April 13, 2010, neither Borrowers, nor Guarantor, nor any other guarantor or surety with respect thereto shall have any further indebtedness, liabilities or obligations owing to PNC under the Credit Agreement or the Other Documents, provided, however, that nothing contained herein shall, or shall be deemed to, terminate, limit or otherwise impair the indemnification and other provisions of the Credit Agreement or the Other Documents that are expressly stated to survive the termination thereof.

103774863

**TRADEMARK**  
**REEL: 007531 FRAME: 0903**

3. Any amount received by PNC after 4:00 p.m., New York Time, on any date shall be deemed to have been paid by Borrowers on the next succeeding business day. If the Payoff Amount is not paid on April 13, 2011, Borrowers shall be responsible for, and the Payoff Amount shall be increased by the Per Diem Amount, as provided pursuant to Schedule A, and the Payoff Amount shall not be deemed paid until such amounts have been paid to PNC.

4. (a) Borrowers hereby confirm to PNC that PNC's commitment under the Credit Agreement and all Other Documents shall be terminated and be of no further force and effect and all obligations of PNC to make loans or advances or otherwise extend credit to Borrowers under the Credit Agreement and the Other Documents shall be terminated and be of no further force and effect as of April 12, 2011.

(b) The Payoff Amount shall be wired to PNC to the following account:

PNC Bank, N.A.

██████████  
Credit to: PNC Business Credit

Acct. No.: ██████████

Reference: Waxman Industries - payoff

(c) Payment of the fees and expenses of PNC's counsel, Baker & Hostetler LLP in the amount of \$ ██████████ shall be wire transferred in accordance with the following instructions:

KeyBank, N.A., Cleveland, OH

██████████

Acct. Name: Baker & Hostetler LLP

Acct. No.: ██████████

Reference: ██████████ (PNC Bank, National Association; loan to Waxman Industries)

SWIFT Code: ██████████ (international wire)

5. Concurrently with PNC's receipt of the Payoff Amount and the receipt by its counsel of its fees pursuant to paragraph 4(c): (a) PNC immediately releases all liens and security interests in Borrower's and Guarantor's assets securing the Advances and the obligations under the Credit Agreement and the Other Documents, (b) PNC authorizes Borrowers to file, following PNC's confirmation to Borrowers of its receipt of the Payoff Amount and of its counsel's receipt of its fees, all termination statements and releases that may be required to terminate and release all liens and security interests securing the Advances and the obligations under the Credit Agreement and the Other Documents including, without limitation, the termination statements attached as Exhibit A hereto, (c) PNC will immediately terminate the December 20, 2005 Blocked Account Agreement among PNC, KeyBank, N.A. and Waxman Consumer Products Group, Inc., and advise KeyBank, N.A., in writing, of such termination and (d) PNC will deliver to Borrower any collateral securing the Advances and the obligations under the Credit Agreement and the Other Documents in PNC's possession.

6. Upon request of Borrowers following PNC's receipt of the Payoff Amount, PNC will, at the cost and expense of Borrowers, execute such documents, instruments, discharges and

releases as have been prepared or approved by Borrowers and take such other actions, in each case as Borrowers shall reasonably request, to evidence the satisfaction of the obligations of Borrowers to PNC under the Credit Agreement and the Other Documents and the termination of the liens securing such obligations.

7. Borrowers hereby agree to pay all out of pocket costs and expenses in connection with the preparation, execution and delivery of this letter agreement and the release documents, if any, executed in furtherance hereof, the filing and recording of such release documents, including without limitation, the reasonable fees and disbursements of PNC's counsel as set forth in paragraph 4(c) above.

8. In the event the Payoff Amount is not paid as provided above prior to April 20, 2011, this letter shall be of no further force or effect.

9. THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF OHIO.

[SIGNATURE PAGE FOLLOWS]

10. This letter may be executed and delivered in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any counterpart which may be delivered by facsimile or "pdf" shall be deemed the equivalent of an originally signed counterpart.

Very Truly Yours,

PNC BANK, NATIONAL ASSOCIATION  
(as Bank and Agent)

By: Wallace G. Clements  
Wallace Clements, Senior Vice President

ACCEPTED AND AGREED TO AS OF  
THE DATE FIRST ABOVE WRITTEN:

WAXMAN INDUSTRIES, INC.

By: Mark Weston  
Name: MARK WESTON  
Title: SENIOR VP & CFO

TWI INDUSTRIAL, INC.

By: Mark Weston  
Name: MARK WESTON  
Title: TREASURER & SECRETARY

WAXMAN CONSUMER PRODUCTS  
GROUP INC.

By: Mark Weston  
Name: MARK WESTON  
Title: TREASURER & SECRETARY

WAXMAN USA INC.

By: Mark Weston  
Name: MARK WESTON  
Title: VP-FINANCE & SECRETARY

WAXMAN INDUSTRIAL GROUP, INC.

By: Mark Weston  
Name: MARK WESTON  
Title: TREASURER & SECRETARY