

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation		08/25/2008	CORPORATION:

## RECEIVING PARTY DATA

Name:	The D.S. Brown Company
Street Address:	300 East Cherry Street
City:	New Baltimore
State/Country:	OHIO
Postal Code:	45872
Entity Type:	COMPANY:

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	75082004	STEELFLEX
Serial Number:	75082079	DELASTIC
Serial Number:	73733176	DELCRETE
Serial Number:	72247193	DSB
Serial Number:	72247194	DELASTALL

## CORRESPONDENCE DATA

Fax Number: (312)993-9767

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-876-7708

Email: elizabeth.arnold2@lw.com

Correspondent Name: Elizabeth Arnold

Address Line 1: 233 South Wacker Dr. Ste. 5800

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:

025596-0059

900114779

TRADEMARK  
REEL: 003843 FRAME: 0831

OP \$140.00 75082004

NAME OF SUBMITTER:	Elizabeth Arnold
Signature:	/eca/
Date:	08/27/2008
<b>Total Attachments: 5</b> source=Trademark 1#page1.tif source=Trademark 1#page2.tif source=Trademark 1#page3.tif source=Trademark 1#page4.tif source=Trademark 1#page5.tif	

## RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of August 25, 2008 by Antares Capital Corporation (f/k/a Antares Leveraged Capital Corp.), as Agent ("Agent").

WHEREAS, Agent and The D.S. Brown Company, a Ohio Corporation ("Grantor"), entered into that certain Trademark Security Agreement, dated on or about March 27, 1998 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Grantor to Agent (the "Obligations");

WHEREAS, Agent recorded the Trademark Security Agreement on April 1, 1998 at Reel 2148, Frame 0667 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

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

Agent hereby fully releases and terminates its security interests in and liens on the Trademarks, including:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Agent further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably requested by Grantor to effect the release and termination of its security interests and liens in the Trademarks.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be  
duly executed as of the day and year first above written.

Antares Capital Corporation

By: 

Name: Renee M. Rempe

Title: Duly Authorized Signatory

**Schedule I to Release of Trademarks**

Mark	Owner/ Registrant/ Applicant	Serial #	Registration # Registration Date	Assignment Type (security interest or ownership)	Assignee/Secured party	Reel Frame Date
STEELFLEX	The D. S. Brown Company	75082004	2062964 5/20/1997	Security Interest	Antares Leveraged Capital Corp.	2148/0667 4/1/1998
DELASTIC	The D. S. Brown Company	75082079	2104782 10/14/1997	Security Interest	Antares Leveraged Capital Corp.	2148/0667 4/1/1998
DELCRETE	The D. S. Brown Company	73733176	1518915 1/3/1998	Security Interest	Antares Leveraged Capital Corp.	2148/0667 4/1/1998
DSB	The D. S. Brown Company	72247193	0824008 2/14/1967	Security Interest	Antares Leveraged Capital Corp.	2148/0667 4/1/1998
DELASTALL	The D. S. Brown Company	72247194	0824009 2/14/1967	Security Interest	Antares Leveraged Capital Corp.	2148/0667 4/1/1998