

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
Lee Taylor		11/12/1999	INDIVIDUAL: UNITED STATES
Lewis R. Mills		11/12/1999	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	W. M. Barr & Company, Inc.
Street Address:	8000 Centerview Parkway, Suite 400
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38016
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0760145	BULL DOG
Registration Number:	1659325	KLEAN-STRIP
Registration Number:	1595940	P & D
Registration Number:	1562930	BLACK MAGNUM
Registration Number:	1659326	KLEAN-STRIP
Registration Number:	1866159	SEAL TREAT
Registration Number:	1865131	MASK & PEEL

CORRESPONDENCE DATA

Fax Number: (901)577-0812
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9015772180
 Email: trademarks@bakerdonelson.com
 Correspondent Name: Valerie Walsh Johnson
 Address Line 1: 165 Madison Avenue, Suite 2000

OP \$190.00 0760145

Address Line 4: Memphis, TENNESSEE 38103

ATTORNEY DOCKET NUMBER: 2789074.37 RELEASE

NAME OF SUBMITTER: Valerie Walsh Johnsno

Signature: /Valerie Walsh Johnson/

Date: 02/12/2009

Total Attachments: 10

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECLARATION UNDER 37 C.F.R. §2.20

I, the undersigned, declare as follows:

1. I am the Director of Legal & Regulatory Affairs for W. M. Barr & Company, Inc.
2. On November 25, 1996, W.M. Barr & Company, Inc. granted a security interest in the trademarks identified on Schedule A attached hereto to Lee Taylor, an individual with an address of 7585 Callis Cutoff Road, Memphis, Tennessee 38119 and to Lewis R. Mills, an individual with an address of 24th Floor, 720 Olive Street, St. Louis, Missouri 73191 (the "Security Interest").
3. The Security Interest secured funds that had been loaned to W.M. Barr & Company on May 1, 1998 pursuant to that certain Stock Purchase Note of the same date (the "Note").
4. The Security Interest was recorded at Reel/Frame 1567/0854 in the Assignment Division of the U.S. Patent and Trademark Office.
4. On or about November 12, 1999, W.M. Barr & Company, Inc. paid off the Note and received back its original Note marked "Cancelled." Pertinent portions of the cancelled Note are attached hereto at Exhibit A.
5. After November 12, 1999, both Lee Taylor and Lewis R. Mills died.
6. W.M. Barr & Company did not obtain written releases from either of these individuals although the debt has been fully satisfied.

7. I, the undersigned, being warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of his own knowledge are true; and all statements made on information and belief are believed to be true.

Signed at Memphis, Tennessee, this 11 day of February, 2009

By: Michael S. Cooley

Name: Michael S. Cooley

Title: Director of Legal & Regulatory Affairs

SCHEDULE A

W.M. Barr & Company TRADEMARK REGISTRATIONS				
Trademark	Application #	Registration #	Country	Status
BULL DOG	72/055975	760,145	US	Registered
KLEAN-STRIP	73/765,760	1,659,325	US	Registered
P & D	73/765,761	1,595,940	US	Registered
KLEAN-STRIP QUALITY PRODUCTS THAT REALLY WORK	73/765,762	1,562,930	US	Registered
KLEAN-STRIP	73/765,764	1,659,326	US	Registered
SEAL TREAT	74/401,003	1,866,159	US	Registered
MASK & PEEL	74/401,004	1,865,131	US	Registered

THIS STOCK PURCHASE NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR PURSUANT TO AN EXEMPTION THEREFROM.



May 1, 1998
Memphis, Tennessee

STOCK PURCHASE NOTE
(Reissue Note)

FOR VALUE RECEIVED, the undersigned, LaSALLE NATIONAL TRUST, N.A., not in its individual or corporate capacity but solely as trustee ("Trustee") under THE W. M. BARR & COMPANY, INC. EMPLOYEE STOCK OWNERSHIP TRUST, ("Trust" or "Maker"), which forms a part of the ~~W.M.~~ Barr & Company, Inc. Employee Stock Ownership Plan (the "Plan") promises to pay to the order of R. L. TAYLOR, II, ("Payee"; Payee and any subsequent holder[s] hereof are hereinafter sometimes referred to collectively as "Holder"), in lawful money of the United States of America, the principal sum of [REDACTED], together with interest on the unpaid principal balance hereof from date at the rates specified below.

Subject to required prepayments as provided in Section 5.1 of the Stock Purchase Loan Agreement of even date among Maker, Payee, and the other Sellers, as defined therein (the "Loan Agreement"), the principal amount of this Note shall be due and payable in equal consecutive quarterly installments in the amount of [REDACTED] each, together with interest on the unpaid balance of this Note, commencing July 31, 1998, and due and payable on October 31, January 31, April 30 and July 31 of each year thereafter until the entire principal balance hereof is paid in full, and on April 30, 2011, if not previously paid, the entire unpaid principal hereof shall be due and payable in full; provided, however, during any period in which this Note, or any portion of the indebtedness evidenced hereby, is held by the Company payments of principal thereof to the Company shall be subordinated as hereinafter provided. This Note is subject to the option of Payee to sell, and obligation of the Company to purchase, this Note, in whole, as provided in the Note Purchase Agreement of even date among the Company, Payee and the other Sellers.

Subject to any increase as provided in Section 2.6 of the Loan Agreement, this Note shall bear interest at the rate of eight percent (8%) per annum for the period from the date hereof through and including December 31, 2000. For the period commencing January 1, 2001, through the date the entire outstanding principal balance and all accrued and unpaid interest is paid in full, interest shall accrue at a fixed rate per annum equal to the greater of (i) ten and one-half percent (10.5%) per annum, or (ii) two and one-half percent (2.5%) in excess of the Prime Rate as published in the first edition of The Wall Street Journal published after January 1, 2001, and set forth under its "Money Rates", but in no event in excess of the Maximum Rate, as hereinafter defined. In the event that The Wall Street Journal ceases to publish the Prime Rate, then the Prime Rate shall mean the Prime Rate as in effect on January 1, 2001, of National Bank of Commerce,

Memphis, Tennessee, which is a reference or benchmark rate of interest established from time to time, whether or not such rate is otherwise published.

All payments of principal and interest on this Note shall be made at [REDACTED] 38119, or at such other place as Holder shall designate to Maker in writing or by wire transfer of immediately available funds to an account designated by Holder in writing. If any payment of principal or interest on this Note is due on a day which is not a Business Day, such payment shall be due on the next succeeding Business Day, and such extension of time shall be taken into account in calculating the amount of interest payable under this Note. "Business Day" means any day on which banks doing business in the state of Tennessee are required to be open for business.

Maker may, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note without premium or penalty. Prepayments made by Maker from Preferred Dividends, as defined in the Loan Agreement, shall, to the extent thereof, be applied to prepayment of the next succeeding scheduled principal installments. All other prepayments shall be applied to installments of principal in the inverse order of maturity.

This Note is a reissue note executed and delivered to the Payee pursuant to Section 2.4 of the Note Purchase Agreement, in replacement of the original Stock Purchase Note dated November 25, 1996 executed and delivered to the Payee pursuant to Section 2.4 of the Loan Agreement, which Loan Agreement is incorporated herein in its entirety. All capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. Reference is hereby made to the Loan Agreement for the terms and conditions under which the loan evidenced hereby was made, and under which amounts due hereunder may be prepaid, accelerated or in default. This Note is secured under the terms of a Stock Pledge Agreement of even date executed by Maker in favor of the Payee and the other Sellers, and the Payee is entitled to the benefits of the security described therein, and by the Guaranty Agreement (the "Guaranty") of even date executed by the Company in favor of Payee and the other Sellers, which Guaranty is further secured by the Security Agreement and the Deeds of Trust executed by the Company in favor of Payee and the other Sellers.

This Note is subject to the option and to the obligation of the Company to purchase this Note, in whole or in part, as provided in the Note Purchase Agreement of even date among the Company, Payee and the other Sellers. Notwithstanding anything to the contrary herein, Notes held by the Company shall be subordinated as to principal, and no payment shall be made as to principal of such Notes until payment in full of the Notes held by Payee and the other Sellers, and their respective successors and assigns.

Time is of the essence of this Note. It is hereby expressly agreed that in the event that any default be made in the payment of any installment of principal or interest when due; or in the event that an Event of Default shall occur, as defined in the Loan Agreement, Guaranty or any of the other Loan Documents (as defined in the Loan Agreement) then, and in any such event, the entire

outstanding principal balance of the indebtedness evidenced hereby, together with all unpaid interest accrued thereon, shall, at the option of Holder and without notice to Maker, at once become due and payable and may be collected forthwith, regardless of the stipulated date of maturity, provided, however, that if the Payee is a "disqualified person" as defined in Section 4975(e) (2) of the Code (as defined below), collection of the accelerated portion of the amount then due and payable shall not be sought against Maker by, or with respect to, such Payee. Notwithstanding the foregoing, the Maker shall be obligated to make the installment payments as aforesaid to the extent (i) it receives cash contributions for such purpose from the Company, (ii) it has any earnings derived therefrom, and (iii) it has any other amount that is permitted under Section 4975(e)(7) of the Code and the regulations thereunder to be used for such purpose without causing the borrowing evidenced by this Note to cease to be an "exempt loan" as defined in Section 54.4975-7 of the Regulations promulgated under Section 4975 of the Code. Upon the occurrence of any default as set forth herein, at the option of Holder and without notice to Maker, all accrued and unpaid interest, if any, shall be added to the outstanding principal balance hereof, and the entire outstanding principal balance, as so adjusted, shall bear interest thereafter at the Maximum Rate, as hereinafter defined, then in effect or in effect on the date hereof, whichever is higher, until paid in full, regardless of whether or not there has been an acceleration of the payment of principal as set forth herein. All such interest shall be paid at the time of and as a condition precedent to the curing of any such default.

In addition to all other rights and remedies of Holder, Maker shall pay a late charge equal to five percent (5%) of any installment of principal or interest not paid on or before fifteen (15) days after the due date thereof.

In the event this Note is placed in the hands of an attorney for collection or for enforcement or protection of the security, or if Holder incurs any costs incident to the collection of the indebtedness evidenced hereby or the enforcement or protection of the security, Maker and any endorser or guarantor hereof agree to pay reasonable attorney's fees, all court and other costs, and all costs of any other collection efforts.

Presentment for payment, demand, protest and notice of demand, protest and nonpayment of this Note are hereby waived by Maker and any endorser or guarantor hereof. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment or other indulgences granted from time to time, shall be construed as a novation of this Note or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note or to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable laws. No extension of the time for payment of the indebtedness evidenced hereby or any installment due hereunder, made by agreement with any person now or hereafter liable for payment of the indebtedness evidenced hereby, shall operate to release, discharge, modify, change or affect the original liability of Maker hereunder or that of any other person now or thereafter liable for payment of the indebtedness evidenced hereby, either in whole or in part, unless Holder agrees otherwise in writing. This Note

may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the amount paid or agreed to be paid to Holder for the use of the money advanced or to be advanced hereunder exceed the maximum applicable lawful rate of interest that Holder is permitted to charge under applicable law (the "Maximum Rate"). If, from any circumstances whatsoever, the fulfillment of any provision of this Note, the Loan Agreement or any other agreement or instrument now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby shall involve the payment of interest in excess of the Maximum Rate, then, *ipso facto*, the obligation to pay interest hereunder shall be reduced to the Maximum Rate; and if, from any circumstance whatsoever, Holder shall ever receive interest, the amount of which would exceed the amount collectible at the Maximum Rate, such amount as would be excessive interest shall be applied to the reduction of the principal balance remaining unpaid hereunder and not to the payment of interest. This provision shall control every other provision in any and all other agreements and instruments existing or hereafter arising between Maker and Holder with respect to the indebtedness evidenced hereby.

The obligation evidenced by this Note is, and is intended to be, an "exempt loan" within the meaning of Section 4975(d)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and Section 408(b)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Accordingly, repayment of principal and interest is restricted and, except as otherwise allowed by said Sections 4975(d)(3) and 408(b)(3), shall be made only from: (i) employer contributions made to the Trust to repay such loan and earnings attributable to the investment of such contributions; and (ii) any dividends, earnings or distributions on the Company Shares acquired pursuant to the Stock Purchase Agreement and held by the Trust. Except to the extent permitted by the Pledge Agreement, the Payee or any subsequent Holder of this Note shall have no recourse whatsoever to any other assets of the Plan or the Trust for repayment hereof. Further, if any provision of this Note conflicts with the requirements for loans set forth in such statutes, or in any valid regulations issued thereunder, such provisions shall be enforceable only to the extent permitted by such statutes and regulations. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under such statutes or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

This Note has been negotiated, executed and delivered in the State of Tennessee and is intended as a contract under and shall be construed and enforceable in accordance with the laws of said state.

This Note has been issued to the named Payee in the original principal amount hereof. Payee shall have the right to make (i) partial assignments and transfers of this Note, and the indebtedness evidenced hereby, in minimum denominations of [REDACTED] and any integral

multiple thereof, to the Payee's spouse, lineal descendants or a trust created for the benefit of any such persons, or if Payee is a trust, to the beneficiary thereof or to the beneficiary's spouse, lineal descendants or trust for the benefit of any such persons ("Permitted Transferees"), and (ii) transfers of this Note to the Company as provided in the Note Purchase Agreement. Payee shall have the right to sell, assign, hypothecate, or otherwise transfer or assign this Note in its entirety, or in minimum denominations of \$ [REDACTED] or, with the consent of the Trustee and Company, such lesser denominations desired by Payee, which consent will not be unreasonably withheld or delayed. Upon surrender for transfer of the Note at the office of the Trustee maintained for such purpose, the Maker shall execute and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations, and reissue to the Holder the balance hereof, of a like aggregate principal amount, and all Notes issued or reissued, as the case may be, upon any transfer or exchange of Notes shall be the valid obligations of the Maker, evidencing the same debt, and entitled to the same benefits as the Note surrendered upon such transfer or exchange. Every Note presented or surrendered for transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Maker duly executed by the Payee thereof or his attorney duly authorized in writing. No charge shall be made for any transfer or exchange of Notes.

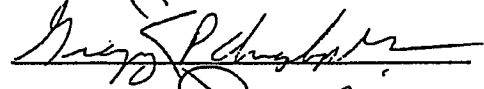
THIS NOTE, AND EACH SUBSEQUENT HOLDER'S RIGHTS HEREUNDER, ARE SUBJECT TO THE TERMS AND PROVISIONS OF A CERTAIN AGREEMENT AMONG NOTEHOLDERS DATED NOVEMBER 25, 1996 AMONG THE SELLERS AND JOINED IN BY THE COMPANY AND MAKER. ANY PERSON OR ENTITY TO WHOM THIS NOTE MAY BE TRANSFERRED SHALL BE BOUND BY THE TERMS AND PROVISIONS OF THE AGREEMENT AMONG NOTEHOLDERS AND THE NOTE PURCHASE AGREEMENT AND BY ACCEPTANCE OF SUCH TRANSFER EACH SUBSEQUENT HOLDER SHALL BE DEEMED TO HAVE ACCEPTED AND CONSENTED TO THE TERMS HEREOF.

As used herein, the terms "Maker" and "Holder" shall be deemed to include their respective successors, legal representatives and permitted assigns, whether by voluntary action of the parties or by operation of law. In the event that more than one person, firm or entity is a maker hereunder, then all references to "Maker" shall be deemed to refer equally to each of said persons, firms, or entities, all of whom shall be jointly and severally liable for all of the obligations of Maker hereunder. The term "Maker" shall also be deemed to include any endorsers, guarantors or sureties hereof and all others who may become liable for all or any part of the obligations of this Note.

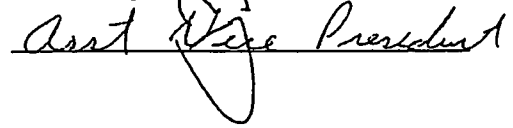
MAKER:

LaSALLE NATIONAL TRUST, N.A., not
in its individual or corporate capacity but
solely as trustee of the W.M. BARR &
COMPANY, INC. EMPLOYEE STOCK
OWNERSHIP TRUST

By:



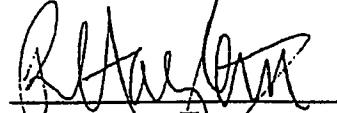
Its:



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ALLONGE AND ASSIGNMENT
(\$8,671,207.52 Stock Purchase Note (Reissue Note) dated May 1, 1998,
executed by the W. M. Barr & Company, Inc. Employee Stock Ownership Trust
in favor of R. L. Taylor, II)

PAY TO THE ORDER OF W.M. BARR & COMPANY, INC., or its successor,
WITHOUT WARRANTY (express or implied) and WITHOUT RECOURSE.



R. L. Taylor, II
Dated: November 12, 1999

Assignment and Assumption of Related Documents

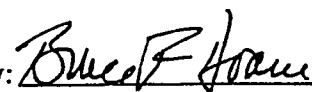
The Stock Purchase Note described above (and to which this Allonge is affixed) is entitled to certain benefits, and/or subject to certain restrictions, under the following documents (each of which is dated of even date with such note and executed by one or both of the maker of such note and/or the current holder and other parties, including W. M. Barr & Company, Inc.):

1. Stock Purchase Loan Agreement;
2. Pledge Agreement;
3. Guaranty (W. M. Barr & Company, Inc.);
4. Security Agreement (W. M. Barr & Company, Inc.);
5. Collateral Assignment of Trademarks (W. M. Barr & Company, Inc.);
6. Deed of Trust, Security Agreement, and Fixture Filing - Tennessee (W. M. Barr & Company, Inc.);
7. Deed of Trust, Security Agreement, and Fixture Filing - California (W. M. Barr & Company, Inc.);
8. Environmental Indemnity Agreement;
9. Agreement Among Noteholders;
10. Note Purchase Agreement;
11. Subordination Agreement (with First Tennessee Bank National Association).

Pursuant to the Note Purchase Agreement, the current holder of such note, as evidenced by the endorsement above ("Assignor"), **HEREBY ASSIGNS** such holder's rights in and to the above-listed documents (and any other documents related thereto, including without limitation, title insurance) to the person named in the foregoing endorsement. TO the extent necessary to continue the perfection of any security interests, liens or encumbrances in collateral referred to in the foregoing documents, the current holder agrees to act as agent for the undersigned with respect to all stock powers and all financing statements and other recorded documents with respect thereto.

The undersigned **HEREBY ASSUMES** any obligations of the Assignor under the related documents referred to above, as if the undersigned were an original party thereto.

W. M. BARR & COMPANY, INC.

By:  Executive Vice Pres.
Title

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