

## 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
Regions Bank		03/27/2009	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Wise Industries Inc.		
Street Address:	635 Old Hickory Blvd.		
City:	Old Hickory		
State/Country:	TENNESSEE		
Postal Code:	37138		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2569308	BEDRUG	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	hsmith@kirkland.com		
Correspondent Name:	Hayley Smith, Sr. Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	153 East 53rd Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	WISE/TM RELEASE (HS)		
NAME OF SUBMITTER:	Hayley M. Smith		
Signature:	//Hayley M. Smith//		
Date:	04/06/2009		

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TRADEMARK  
REEL: 003966 FRAME: 0765

Total Attachments: 3

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**TRADEMARK**

**REEL: 003966 FRAME: 0766**

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK**

**THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARK** (this "Release") is made in favor of WISE INDUSTRIES, INC., a Tennessee corporation ("Grantor"), by REGIONS BANK, an Alabama corporation having its principal place of business at 201 Milan Parkway, Birmingham, AL 35211 (successor to Union Planters Bank, National Association, "Union Planters") ("Bank").

**WHEREAS**, Union Planters, Grantor, Ronald D. Wise, an individual, J.T.R.R. Properties, LLC, a Tennessee limited liability company, and Wise Technologies, LLC, a Tennessee limited liability company, entered into that certain Loan and Security Agreement dated May 13, 2002 (the "Security Agreement");

**WHEREAS**, in connection with the Security Agreement, Grantor granted to Bank a continuing security interest in, a pledge of, and an assignment, in each case as security for the payment and performance of the Indebtedness (as defined in the Security Agreement) of Grantor's entire right, title and interest in and to certain intellectual property, including the trademark applications and registrations set forth on Schedule 1 attached hereto, and entered into that certain Trademark Security Agreement dated May 13, 2002 (the "Trademark Security Agreement") for the purpose of recording such security interest with respect to the Trademark Collateral (as defined in the Trademark Security Agreement) with the United States Patent and Trademark Office;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 14, 2002 at Reel/Frame 2509/0103;

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Bank; and

**WHEREAS**, Bank wishes to release its liens and security interests in the Trademark Collateral and reassign to Grantor any and all of Bank's right, title and interest in and to the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby terminates the Trademark Security Agreement, terminates, cancels and releases any and all liens and security interests in the Trademark Collateral and pledges and reassigns to Grantor any rights it may have in, to and under the Trademark Collateral.

Bank shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

\* \* \* \* \*

IN WITNESS WHEREOF, Bank has caused this Release to be executed by its duly authorized representative as of this 27<sup>th</sup> day of March, 2009.

REGIONS BANK

By: Victoria Sparks  
Name: VICTORIA SPARKS  
Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF Alabama )

COUNTY OF Jefferson )

On this 27<sup>th</sup> day of March, 2009, before me personally appeared Victoria Sparks, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Regions Bank, who being by me duly sworn did depose and say that he/she is an authorized officer of said bank, that the said instrument was signed on behalf of said bank as authorized by its board of directors and that he/she acknowledged said instrument to be the free act and deed of said bank.

Andrea Cook Darnble

Notary Public

My Commission Expires: September 12, 2012

(NOTARIAL SEAL)

**SCHEDULE 1**

**TRADEMARK**

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
BEDRUG	U.S. Federal	76/074350 06/21/2000	2569308 05/14/2002