## 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, as Agent		11/19/2009	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	BLD Products, Ltd.
Street Address:	24800 Denso Drive
Internal Address:	Suite 255
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48034
Entity Type:	CORPORATION: MICHIGAN

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2576661	DURA-GRIP

## **CORRESPONDENCE DATA**

Fax Number: (312)993-9767

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

Phone: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lk/
Date:	11/20/2009 TPADEMARK
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## Total Attachments: 5

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## RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of November 19, 2009 by Antares Capital Corporation, as Agent ("Agent").

WHEREAS, Agent and BLD Products, Ltd.., a Michigan corporation ("Grantor"), entered into that certain Second Lien Trademark Security Agreement, dated as of December 21, 2004, (the "Second Lien Trademark Security Agreement");

WHEREAS, the Second Lien Trademark Security Agreement granted Agent a security interest in, among other things, certain Trademark Collateral (as defined in the Second Lien Trademark Security Agreement), including, without limitation, the Trademarks (as defined in the Second Lien Trademark Security Agreement) listed on Schedule A attached hereto, as security for certain obligations of Grantor to Agent (the "Obligations");

WHEREAS, Agent recorded the Trademark Security Agreement on December 30, 2004 at Reel 003000, Frame 0638 in the United States Patent and Trademark Office; and

WHEREAS, Grantor and Agent acknowledge and agree that all outstanding Obligations owing by Grantor shall be deemed paid, released, and discharged in full and that Agent hereby releases, discharges, and terminates its security interests in the Trademark Collateral.

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, discharges and terminates its security interests in and liens on, and all other right, title and interest in and to, the Trademark Collateral, including, but not limited to:

- (a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: (i) all Trademarks of any jurisdiction, and (A) any renewals thereof, (B) 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, (C) the right to sue for past, present and future infringements thereof, (D) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (E) all rights corresponding thereto throughout the world, and (ii) all Trademark licenses;
- (b) the goodwill of Grantor's business connected with or symbolized by each Trademark and each Trademark License; and
- (c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for (i) past, present or future infringement or dilution of the Trademarks or of any Trademark, trade names, Trademark registrations, service marks, trade styles, terms, designs or Trademark applications licensed under any Trademark license; or (ii) injury to the goodwill associated with any Trademark or any Trademark, trade

names, trademark registrations, service marks, trade styles, terms, designs and trademark applications licensed under any Trademark license.

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 interest and liens in the Trademark Collateral, including, but not limited to, the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

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, as Agent

В<u>у:\_\_\_\_\_</u> Name:

Title:

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[Release of Trademarks – BLD Products (Second Lien)]

## Schedule A to Release of Trademarks

(attached)

# **U.S. TRADEMARK REGISTRATIONS**

MARK	REG. NO.	REG. DATE
DURA-GRIP	2,576,661	6/4/02
	L <u>-1</u>	0/7/02

# FOREIGN TRADEMARK REGISTRATIONS

COUNTRY	MARK	REG. NO.	REG. DATE
Mexico	S SLOAN	497,630	7/19/95
Mexico	BLD	491,709	5/16/95

# **U.S. TRADEMARK APPLICATIONS**

Pursuant to Section 3.17 of the Credit Agreement, intent-to-use trademark applications are not to be listed on this schedule.

No U.S. trademark applications

# FOREIGN TRADEMARK APPLICATIONS

No foreign trademark applications

## TRADEMARK LICENSES

No trademark licenses

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**RECORDED: 11/20/2009** 

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