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U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

Form PTO-1594 (Rev. 01-09) OMB Collection 0651-0027 (exp. 02/28/2009)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademerk Office
12 31 09 RECORDATION FORM COVER SHEET TRADEMARKS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Yes Yes
US Bank ☐ Individual(s)	Name: American Hardwood Industries, Inc. Internal Address: Street Address: 162 West Street City: Cromwell State: Connecticut Country: US Zip: 06416
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)	
73/762,455 C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? Yes X No Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence concerning document should be mailed: Name: McDermott Will & Emery LLP	6. Total number of applications and registrations involved:
Internal Address: Leigh J. Martinson	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00
Street Address:28 State St.	■ Authorized to be charged to deposit account fur ■ Enclosed
CityBoston	8. Payment Information:
State MA Zip 02109	
Phone Number:617-535-4032	
Fax Number:617-535-3800	Deposit Account Number 501133
Email Address:kriarmataro@mwe.com	Authorized User Name Leigh J. Martinson
9. Signature: /Leigh J. Martinson/	12/31/09
Signature	Date
Leigh J. Martinson Name of Person Signing	Total number of pages including cover abeet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or malled to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK SECURITY AGREEMENT NOTICE OF TERMINATION AND RELEASE

This NOTICE OF TERMINATION AND RELEASE ("Notice of Termination and Release") is dated October 29, 2009 and made by, American Hardwood Industries, Inc., a Delaware corporation, successor in interest to Hardwood Lumber Manufacturing, Inc. a Delaware corporation ("Grantor").

WITNESSETH

WHEREAS, on March 31, 2004, Grantor and U.S. Bank National Association (the ""Lender") entered into a credit agreement (the "Credit Agreement"), pursuant to which the Lender agreed to make certain loans and provide other financial accommodations to Grantor upon the terms and conditions stated therein;

WHEREAS, the Grantor executed and delivered a trademark security agreement (the "Agreement") to the Agent on March 31, 2004, as required by the Lender as a condition of the Credit Agreement;

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on April 21, 2004, at Reel 2836/Frame 0685;

WHEREAS, it is Grantor's understanding that the Grantor's obligations and liabilities to Lender have been paid in full, and the Lender has agreed to terminate and release all security interests in the Grantor's Trademarks (as defined below), Licenses (as defined below), and goodwill;

NOW, THEREFORE, Grantor hereby provides notice that because to the best of Grantor's knowledge, the security interests in the Trademarks have been terminated and released as follows:

- 1. <u>Incorporation of Prior Agreements</u>. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
- 2. <u>Release of Security Interests</u>. Grantor hereby provides notice that the Lender has terminated and released, and hereby terminate and release, all security interests in all of Grantor's:
 - (a) registered trademarks and trademark applications and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks and applications, together with the

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items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

- (b) trademark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement and the right to prepare for sale and see any and all "Inventory" (as defined in the Credit Agreement) now or hereafter owned by Grantor and now or hereafter covered by such licenses (all the foregoing are hereinafter referred to collectively as "Licenses"); and
- (c) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

American Hardwood Industries, Inc. successor in interest to Hardwood Lumber

Manufacturing, Inc (Grantor)

David G. Marshall

Title: President

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