

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                   |  |   |   |
|-----------------------------------|--|---|---|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT   |   |   |
| <b>NATURE OF CONVEYANCE:</b>      | Release of security interest in patents, trademarks, and licenses                      |   |   |
| <b>CONVEYING PARTY DATA</b>       |  |   |   |
| <b>Name</b>                       | <b>Formerly</b>  | <b>Execution Date</b>                             | <b>Entity Type</b>                          |
| Bank of America, N.A              | FORMERLY successor by merger to NationsBank, N.A., formerly NationsBank of Texas, N.A. | 06/30/2010  | National banking association: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>       |  |   |   |
| <b>Name:</b>                      | Mule-Hide Products Co, Inc.  |   |   |
| <b>Street Address:</b>            | 1195 Prince Hall Dr.   |   |   |
| <b>Internal Address:</b>          | Suite B  |   |   |
| <b>City:</b>                      | Beloit   |   |   |
| <b>State/Country:</b>             | WISCONSIN  |   |   |
| <b>Postal Code:</b>               | 53511  |   |   |
| <b>Entity Type:</b>               | CORPORATION: TEXAS   |   |   |
| <b>PROPERTY NUMBERS Total: 13</b> |  |   |   |
| <b>Property Type</b>              | <b>Number</b>  | <b>Word Mark</b>                                  |   |
| Registration Number:              | 2023107  | KINGSTREE   |   |
| Registration Number:              | 2029642  | SHUR-GARD   |   |
| Registration Number:              | 2079987  | LIQUI-THIX  |   |
| Registration Number:              | 1977174  | POLY ISO 2  |   |
| Registration Number:              | 1978078  | SEAL-FAST   |   |
| Registration Number:              | 2702441  | FAST-CAPS   |   |
| Registration Number:              | 0233815  | MULE-HIDE   |   |
| Registration Number:              | 0443599  | MULE-HIDE   |   |
| Registration Number:              | 1700566  | MULE-HIDE PRODUCTS "NOT A KICK IN A MILLION FEET" |   |
| Registration Number:              | 1737851  | MULE-HIDE PRODUCTS "NOT A KICK IN A MILLION FEET" |   |
| Registration Number:              | 2819275  | MULE-HIDE   |   |
| Serial Number:                    | 76498602   | MULE-HIDE PRODUCTS "NOT A KICK IN A MILLION FEET" |   |

CH \$340.00 2023107

Serial Number:

78207910

MULE-HIDE "NOT A KICK IN A MILLION FEET"

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104

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

Phone: 212-735-3000

Email: mmcguire@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Anita Sinha, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

401180/71

NAME OF SUBMITTER:

S. Anita Sinha

Signature:

/S. Anita Sinha/

Date:

07/01/2010

**Total Attachments: 10**

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**RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND  
LICENSES**

This RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND LICENSES ("Release") is given as of this 30<sup>th</sup> day of June, 2010, by BANK OF AMERICA, N.A. (successor in interest by merger to NationsBank, N.A.), a national banking association, located at 100 North Tryon Street, Charlotte, North Carolina 28255, as administrative agent for the Lenders ("Assignor"), in favor of MULE-HIDE PRODUCTS CO, INC., a Texas corporation, located at 1195 Prince Hall Dr. Suite B, Beloit, Wisconsin 53511 ("Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Mortgage or Loan and Security Agreement, as applicable.

**WHEREAS**, American Builders & Contractors Supply Co., Inc. ("Borrower"), certain lenders ("Lenders"), NationsBank N.A., as agent for the Lenders, and American National Bank and Trust Company, as co-agent for the Lenders, are parties to a certain Second Amended and Restated Loan and Security Agreement (as amended from time to time, the "Loan and Security Agreement") and other related loan documents heretofore executed (collectively, with the Loan and Security Agreement, the "Loan Agreements"), which Loan Agreements provide (among other things) for NationsBank N.A. and Lenders to, from time to time, extend credit to or for the account of Borrower. As a condition to the Lenders' obligations under the Loan and Security Agreement, and concurrently herewith, Assignee executed that certain Security Agreement (herein so called), which provided for the grant by Assignee to NationsBank N.A. of a security interest in certain of Assignee's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

**WHEREAS**, pursuant to the Loan and Security Agreement, NationsBank N.A. and Assignee entered into that certain Patent, Trademark and License Mortgage, dated as of May 12, 1998 (the "Mortgage");

**WHEREAS**, pursuant to the Loan and Security Agreement, Security Agreement, and the Mortgage, to secure the complete and timely satisfaction of all of the Obligations, Assignee made a collateral assignment and granted to NationsBank N.A. a security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default, in all of Assignee's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or

future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (a)-(d) of this paragraph (i) are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations, service mark applications and brand names, including without limitation those trademarks, tradenames, service marks and applications and registrations thereof listed on Schedule B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (a)-(d) of this paragraph (ii), are sometimes hereinafter referred to individually as a "Trademark", and, collectively, as the "Trademarks");

(iii) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other tradename or tradestyle between Assignee and any other party, whether Assignee is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Assignee's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of Assignee's business connected with and symbolized by the Trademarks.

**WHEREAS**, the Mortgage was recorded with the United States Patent and Trademark Office on June 15, 1998, at Reel 1750/Frame 0640;

**WHEREAS**, the Mortgage was amended by that certain First Amendment to Patent, Trademark and License Mortgage between Assignor and Assignee, dated effective as of June 30, 2004, to amend Exhibit B to such Mortgage, that was recorded with the United States Patent and Trademark Office on July 26, 2004, at Reel 3014/Frame 0508;

**WHEREAS**, Assignor and Assignee desire that Assignor terminate and release its security interest in all of Assignee's right, title and interest in, to and under the Patents, Trademarks, and Licenses.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully its security interest in all of Assignee's right, title and interest in, to and under the Patents, Trademarks, and Licenses, including but not limited to the Patents, Trademarks, and

Licenses listed on Schedule A, Schedule B, and Schedule C hereto, and reassigns and transfers any and all interest that Assignor may have in the Patents, Trademarks, and Licenses to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Assignor shall take all further actions and provide Assignee 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 Assignee, at Assignee's expense, to more fully and effectively effectuate the purposes of this Release.

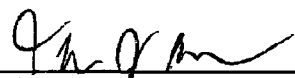
This Release shall be governed by and construed in accordance with the laws of the State of Texas.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Assignor has caused this **RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND LICENSES** to be executed and delivered by its duly authorized offer as of the date first set forth above.

**ASSIGNOR:**

**BANK OF AMERICA, N.A.**

By:   
Name: Thomas J. Brennan  
Title: Senior Vice President

**RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND LICENSES**  
[MHP]

**TRADEMARK**  
**REEL: 004235 FRAME: 0492**

**SCHEDULE A**

Please see Exhibit A (Patents and Patent Applications) attached hereto.

**EXHIBIT A**

**Patents and Patent Applications**

None



**SCHEDULE B**

Please see Exhibit B (Trademarks and Trademark Registrations) attached hereto.

**EXHIBIT B**

**Trademarks and Trademark Registrations**

(All are U.S. Trademarks registered on Principal Register unless otherwise noted)

| <b>Trademark</b>      | <b>Application No./<br/>Registration No.</b> | <b>Filing/<br/>Registration Date</b> |
|-----------------------|--|--------------------------------------|
| Kingstree             | 2,023,107                                    | 12/17/1996                           |
| Shur-Gard             | 2,029,642                                    | 1/14/1997                            |
| Liqui-Thix (stylized) | 2,079,987                                    | 7/15/1997                            |
| Poly Iso 2            | 1,977,174                                    | 5/28/1996                            |
| Seal Fast             | 1,978,078                                    | 6/04/1996                            |
| Fast Caps             | 2,702,441                                    | 4/01/2003                            |
| Mule-Hide             | 0,233,815                                    | 10/11/1927                           |
| Mule-Hide             | 0,443,599                                    | 12/06/1949                           |
| Mule-Hide (logo)      | 1,700,566                                    | 7/14/1992                            |
| Mule-Hide (logo)      | 1,737,851                                    | 12/08/1992                           |
| Mule-Hide             | 2,819,275                                    | 3/2/2004                             |
| Mule-Hide (logo)      | 76498602                                     | 3/19/2003                            |
| Mule-Hide (logo)      | 78207910                                     | 1/28/2003                            |

**SCHEDULE C**

Please see Exhibit C (License Agreements) attached hereto.

**EXHIBIT C**

**License Agreements.**

|   |           |                  |
|---|-----------|------------------|
| *Mule-Hide  | 233,815   | October 11, 1927 |
| *Mule-Hide  | 443,599   | December 6, 1949 |
| *Mule-Hide Products<br>Not a Kick in a Million Feet | 1,700,566 | July 14, 1992    |
| *Mule-Hide Products<br>Not a Kick in a Million Feet | 1,737,851 | December 8, 1992 |

\* Trademark licensed from American Builders & Contractors Supply Co., Inc.