

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as US Collateral Agent and Administrative Agent		10/28/2010	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Luminator Holding L.P.
Street Address:	One Town Centre
Internal Address:	501 John James Audubon Parkway
City:	Amherst
State/Country:	NEW YORK
Postal Code:	14226
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1764093	LUMINATOR
Registration Number:	1603514	MATRIX: MAX
Registration Number:	1604429	GTI
Registration Number:	3043861	SKYTHEATER
Registration Number:	3043860	SKYMOTION

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976
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 Correspondent Name: Mindy M. Lok, Esq.
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OP \$140.00 1764093

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509600/0290

NAME OF SUBMITTER: Mindy M. Lok

Signature: /m/

Date: 10/29/2010

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Agreement”) dated as of October 28, 2010, from JPMorgan Chase Bank, N.A., as US Collateral Agent and Administrative Agent (the “Agent”) for the banks and other financial institutions or entities (the “Lenders”) parties to (i) the Credit and Guarantee Agreement, dated as of November 13, 2009 (as amended, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), among Mark IV, LLC (“Parent”), Mark IV Global Holding Corp. (“Holdings”), Mark IV Industries, Inc. (“Mark IV”), Dayco Products, LLC (the “US Borrower”), Mark IV Industries Corp, each of the direct and indirect subsidiaries of Parent signatory thereto, the Lenders, the Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, and JPMorgan Chase Bank, N.A. and Wachovia Bank, National Association, as Joint Collateral Agents, (ii) the Credit and Guarantee Agreement, dated as of November 13, 2009 (as amended, supplemented or otherwise modified from time to time, the “Exit Term Credit Agreement”), among Parent, Holdings, Mark IV, US Borrower, Mark IV Industries Corp, Mark IV Luxembourg S.a r.l., each of the direct and indirect subsidiaries of Parent signatory thereto, the Lenders, the Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, and J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent and (iii) the Credit and Guarantee Agreement, dated as of November 13, 2009 (as amended, supplemented or otherwise modified from time to time, the “Restructured Credit Agreement”, together with the ABL Credit Agreement and the Exit Term Credit Agreement, the “Credit Agreements”), among Parent, Holdings, Mark IV, US Borrower, Dayco Europe S.r.l., each of the direct and indirect subsidiaries of Parent signatory thereto, the Lenders, the Agent, and J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent.

WITNESSETH:

WHEREAS, in connection with the Credit Agreements, pursuant to each Pledge and Security Agreement in connection therewith, dated as of November 13, 2009 (as amended, supplemented or otherwise modified from time to time, each a “Security Agreement”), Parent, Holdings, Mark IV, the US Borrower and each of the other subsidiaries of Parent party thereto (each a “Grantor,” and collectively the “Grantors”) pledged, collaterally assigned, and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties (as defined in the applicable Security Agreement), a security interest in all of its right, title and interest in, to and under all Intellectual Property (as defined in the Security Agreements) of such Grantor.

WHEREAS, pursuant to each Security Agreement, Mark IV IVHS, Inc., Luminator Holding L.P. (“LHLP”), NRD, LLC, Dayco Products, LLC and Mark IV Industries, Inc. executed and delivered a Grant of Security Interest in Trademarks, dated as of November 13, 2009 (the “Trademark Security Agreement”), in favor of the Agent for the ratable benefit of the Secured Parties (as defined in the applicable Security Agreement);

WHEREAS, the Trademark Security Agreements were recorded in the Trademark Division of the United States Patent and Trademark Office on November 20, 2009, at Reel 4100 and Frame 0341; Reel 4100 and Frame 0353; and Reel 4100 and Frame 0365; and

WHEREAS, pursuant to the First Amendment and Consent, dated as of October 27, 2010, to and under each Credit Agreement, and the Release of Guarantee and Collateral, dated October 28, 2010 (the "Release Agreement"), the Agent has agreed to release its liens on, and security interests in, the assets of LHLP, including the Trademark Collateral (as hereinafter defined).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. **Definitions.** The term "Trademark Collateral", as used herein, shall mean all of LHLP's right, title and interest in, to and under the following: (i) all United States and Canadian trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, domain names, logos and other source or business identifiers, and all goodwill connected with the use of and symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, all common-law rights related thereto, including without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

2. **Release of Security Interest.** The Agent hereby terminates, releases and discharges all of its security interest in the Trademark Collateral, and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to LHLP. This Agreement does not terminate, release or discharge the Agent's security interest in any Intellectual Property of any Grantor other than the Trademark Collateral of LHLP.


4. **Recordation.** The Agent hereby authorizes LHLP or LHLP's authorized representative to (i) record this Agreement with the United States Patent and Trademark Office and the Canadian Intellectual Property Office, and/or (ii) otherwise record or file this Agreement in any applicable governmental office or agency.

5. **Acknowledgment.** In the event of any conflict between the terms of this Agreement and the terms of the Release Agreement, the terms of the Release Agreement shall govern.

6. **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank, N.A., as US Collateral Agent and Administrative Agent

By: 
Name: ROBERT P. KELLAS
Title: EXECUTIVE DIRECTOR

Schedule A

U.S. Trademark Registrations and Applications of Luminator Holding L.P.

Title	App./Reg. No.
LUMINATOR	1,764,093
MATRIX: MAX	1,603,514
GTI	1,604,429
SKYTHEATER	3,043,861
SKYMOTION	3,043,860