

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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		12/13/2010	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	NRD, LLC
<b>Street Address:</b>	One Town Centre
<b>Internal Address:</b>	501 John James Audubon Parkway
<b>City:</b>	Amherst
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14226
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	Dayco Products, LLC
<b>Street Address:</b>	One Town Centre
<b>Internal Address:</b>	501 John James Audubon Parkway
<b>City:</b>	Amherst
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14226
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 72**

Property Type	Number	Word Mark
Registration Number:	3380634	FIREFLY
Registration Number:	3388323	FIREFLY
Registration Number:	1383196	STATICMASTER
Registration Number:	3474210	NEUTRALIZER
Registration Number:	3031575	SIMPLY NEUTRAL

**900178734**

**TRADEMARK  
 REEL: 004432 FRAME: 0108**

OP \$1815.00 3380634

Registration Number:	3034555	NRD
Registration Number:	3010900	NRD
Registration Number:	0943563	NUCLESTAT
Serial Number:	77509050	89209
Serial Number:	77814915	XTX
Serial Number:	77814901	HPX
Serial Number:	77814889	HP
Serial Number:	77509092	89251
Serial Number:	77509085	89233
Serial Number:	77509073	89231
Serial Number:	77509054	89215
Serial Number:	77509038	89203
Serial Number:	77509027	89201
Serial Number:	77509020	89048
Serial Number:	77509001	89017
Serial Number:	77508997	89015
Serial Number:	77508988	89010
Serial Number:	77508975	89007
Serial Number:	77509064	89230
Registration Number:	2571627	ORION
Registration Number:	3050218	DAYCO
Registration Number:	3050220	DAYCO
Registration Number:	3032270	GOLD LABEL
Registration Number:	3041569	TOP COG
Registration Number:	3057490	LIFELINE
Registration Number:	3050217	DAYCO
Registration Number:	3174023	DAYPERM
Registration Number:	3032384	GOLD LABEL
Registration Number:	1243988	ONE FOR THE ROAD
Registration Number:	0826372	
Registration Number:	1210283	EQUI-MATCH
Registration Number:	0826412	GPL
Registration Number:	1124505	S-BELT
Registration Number:	1391387	DAYCO
Registration Number:	1248283	DURAGUARD

Registration Number:	1508598	E DAYCO COMMITTED TO EXCELLENCE
Registration Number:	0721336	MAXIMAIRE
Registration Number:	0936087	QUICK-FIT
Registration Number:	0808101	UNI-V
Registration Number:	1479618	POLY COG
Registration Number:	2641207	NO SLACK
Registration Number:	1243986	ONE FOR THE ROAD
Registration Number:	0850603	KWIK-FLEX
Registration Number:	1042118	INSURE
Registration Number:	1056610	CLAMP-FINDER
Registration Number:	1650155	ACSM
Registration Number:	1493547	ADDEM
Registration Number:	1868010	ARAMAX
Registration Number:	0791413	AUTOFLEX
Registration Number:	1961341	DURA MAX
Registration Number:	0918500	INSULONE
Registration Number:	1385162	RAINCHECK
Registration Number:	1002590	POLY-RIB
Registration Number:	1868012	TOUR
Registration Number:	1243987	
Registration Number:	1647865	DAYCO
Registration Number:	0879953	DRIVE RITE
Registration Number:	0999555	MULTI-RIB
Registration Number:	0540138	ROAD KING
Registration Number:	1234441	FACTFINDER
Registration Number:	1689837	DAYCO
Registration Number:	0849820	
Registration Number:	1248721	DAYCO BLACK BELT EXPERTS
Registration Number:	1258003	DAYCO BLACK BELT EXPERTS
Registration Number:	0832920	GOLD LABEL
Registration Number:	0413577	STIFLEX
Registration Number:	0424888	DAYCO

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502

**TRADEMARK**  
**REEL: 004432 FRAME: 0110**

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

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Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
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Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/1621
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	12/14/2010

Total Attachments: 6  
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## **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (“Agreement”) dated as of December 13, 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., 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 0353; and Reel 4100 and Frame 0365; and

WHEREAS, in connection with new financing being put in place between the Agent and the Grantors, the Agent has agreed to release its continuing security interest in the Trademark Collateral (as hereafter defined) granted pursuant to the Exit Term Credit Agreement and the Restructured Credit Agreement.

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 each Grantor'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.

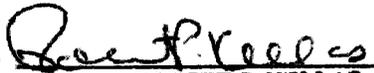
2. Release of Security Interest. The Agent hereby terminates, releases and discharges all of its security interest in the Trademark Collateral granted pursuant to the Exit Term Credit Agreement and the Restructured Credit Agreement, and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to each Grantor. This Agreement does not terminate, release or discharge the Agent's security interest in any Intellectual Property of any Grantor granted pursuant to the ABL Credit Agreement.

3. Recordation. The Agent hereby authorizes the Grantors or their authorized representatives 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.

4. 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**

**1. U.S. Trademark Registrations and Applications of NRD, LLC**

<b>Title</b>	<b>App./Reg. No.</b>
FIREFLY AND DESIGN	3,380,634
FIREFLY	3,368,323
STATICMASTER	1,383,196
NEUTRALIZER	3,474,210
SIMPLY NEUTRAL	3,031,575
NRD AND DESIGN	3,034,555
NRD	3,010,900
NUCLESTAT	943,563

**2.a. U.S. Trademark Registrations and Applications of Dayco Products, LLC**

<b>Title</b>	<b>App./Reg. No.</b>
89209	77/509,050
XTX	77/814,915
HPX	77/814,901
HP	77/814,889
89251	77/509,092
89233	77/509,085
89231	77/509,073
89215	77/509,054
89203	77/509,038
89201	77/509,027
89048	77/509,020
89017	77/509,001
89015	77/508,997
89010	77/508,988
89007	77/508,975
89230	77/509,064
ORION	2,571,627
DAYCO	3,050,218
DAYCO	3,050,220
GOLD LABEL	3,032,270
TOP COG	3,041,569
LIFELINE	3,057,490
DAYCO	3,050,217
DAYPERM	3,174,023
GOLD LABEL	3,032,384
ONE FOR THE ROAD	1,243,988
DESIGN ONLY	826,372

<b>Title</b>	<b>App./Reg. No.</b>
EQUI-MATCH	1,210,283
GPL	826,412
S-BELT	1,124,505
DAYCO	1,391,387
DURAGUARD	1,248,283
E DAYCO COMMITTED TO EXCELLENCE AND DESIGN	1,508,598
MAXIMAIRE	721,336
QUICK-FIT	936,087
UNI-V	808,101
POLY COG	1,479,618
NO SLACK	2,641,207
ONE FOR THE ROAD AND DESIGN	1,243,986
KWIK-FLEX	850,603
INSURE	1,042,118
CLAMP-FINDER	1,056,610
ACSM	1,650,155
ADDEM	1,493,547
ARAMAX	1,868,010
AUTOFLEX	791,413
DURA MAX	1,961,341
INSULONE	918,500
RAINCHECK	1,385,162
POLY-RIB	1,002,590
TOUR	1,868,012
DESIGN ONLY	1,243,987
DAYCO	1,647,865
DRIVE RITE	879,953
MULTI-RIB	999,555
ROAD KING	540,138
FACTFINDER	1,234,441
DAYCO AND DESIGN	1,689,837
DESIGN ONLY	849,820
DAYCO BLACK BELT EXPERTS AND DESIGN	1,248,721
DAYCO BLACK BELT EXPERTS	1,258,003
GOLD LABEL	832,920
STIFLEX	413,577
DAYCO	424,888

**2.b. Canadian Trademark Registrations and Applications of Dayco Products, LLC**

<b>Title</b>	<b>App./Reg. No.</b>
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DAYCO	125199
ARROW LOGO	182751
DAYCO (WORD)	200421
DAYCO W/BAR	378173
KUFEKUBE	213012
LIFELINE	220104
POLY COG	368678
TOP COG	308522

3. Canadian Trademark Registrations and Applications of Mark IV Industries, Inc.

Title	App./Reg. No.
EAGLE DESIGN	TMA0264170