# OP \$190,00 281187

#### TRADEMARK ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release - 07/06/2006, 3342/0581

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Term Collateral Agent		02/01/2011	CORPORATION: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	Thilmany, LLC
Street Address:	3900 West 43rd Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60632
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2811875	STEEL SHIELD
Registration Number:	2236058	GREASE-GARD
Registration Number:	2127153	HI-FORM
Registration Number:	0903027	N
Registration Number:	2675695	PAPER-GARD
Registration Number:	3193847	NICOLET
Serial Number:	78221195	XKL

#### **CORRESPONDENCE DATA**

Fax Number: (800)516-6304

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

Phone: 614-280-3303

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way, Suite 125

TRADEMARK REEL: 004467 FRAME: 0345

900183123

Address Line 2: CT Corporation Address Line 4: Columbus, OF	CT Corporation Columbus, OHIO 43219				
NAME OF SUBMITTER:	Sakina Karkat				
Signature:	/Sakina Karkat/				
Date:	02/03/2011				
Total Attachments: 5 source=1TRADEMARKTERM#page1.tif source=1TRADEMARKTERM#page2.tif source=1TRADEMARKTERM#page3.tif source=1TRADEMARKTERM#page4.tif source=1TRADEMARKTERM#page5.tif					

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of February 1, 2011 ("Effective Date") by Deutsche Bank Trust Company Americas, as Term Collateral Agent, with an office at 60 Wall Street, New York, New York 10005 ("Grantee"), in favor of Thilmany, LLC, a Delaware limited liability company with an office at 3900 W. 43rd street, Chicago, IL 60632 ("Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Term Security Agreement (referenced below).

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of June 9, 2006, by and among Grantor, certain of Grantor's affiliates, and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, the "Term Security Agreement");

WHEREAS, subject to the terms and conditions of the Term Security Agreement, to evidence further the security interest granted by Grantor to Grantee pursuant to the Term Security Agreement, Grantor and Grantee entered into that certain Grant of Trademark Security Interest, dated as of June 9, 2006 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Term Security Agreement and the Trademark Security Agreement, Grantor granted to Grantee, for the benefit of the holders of the First Priority Lien Obligations, a continuing lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks, including, without limitation, those Trademarks set forth on Schedule A hereto (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 6, 2006 at Reel/Frame 3342/0581;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee with respect to the Trademark Collateral; and

WHEREAS, Grantor and Grantee desire that Grantee terminates and releases its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, releases and discharges fully, without recourse and without representation or warranty of any kind (either express or implied), its lien on, and security interest in and to, all of the right, title and interest of the Grantee in, to and under the Trademark Collateral, including but not limited to the Trademarks listed on Schedule A hereto.

The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademark Collateral. Grantee hereby authorizes Grantor 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.

Grantee acknowledges and agrees that the Term Security Agreement and Trademark Security Agreement have been terminated (other than any contingent liabilities or indemnities that expressly survive termination of the Term Security Agreement and the other Credit Documents).

Grantee shall take all further actions, and provide to Grantor at Grantor's expense, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Term Collateral Agent

Name;

iame: Erin N

Vice President

By:\_\_\_ Name:\_ Forigue Landaeta

Title: Vin Desident

REEL: 004467 FRAME: 0349

## SCHEDULE A

# <u>Trademarks</u>

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Next Renewal
Nicolet	Australia	460275	19-Feb-1987	460275	19-Feb-1987	19-Feb-2008
Nicolet	Canada	578799	24-Feb-1987	347061	28-Nov-1988	28-Nov-2018
Thilmany	Canada	578797	24-Feb-1987	347378	04-Nov-1988	04-Nov-2018
Thilmany	Denmark	1086/87	20-Feb-1987	913/1989	03-Mar-1989	03-Mar-2009
Thilmany	El Salvador	996/87	06-Jul-1987	152/120	31-Mar-1989	31-Mar-2009
Nicolet	European Community	EC000094151	01-Apr-1996	94151	1-Dec-1998	1-Apr-2006
Thilmany	European Community	9381(5)	01-Apr-1996	93815	22-Apr-1998	01-Apr-2006
Thilmany	France	841429	26-Feb-1987	1620326	26-Feb-1987	26-Feb-2007
Nicolet	Germany	26303/16WZ	18-Feb-1987	1116200	04-Jan-1988	28-Feb-2007
Thilmany	Germany	26304/16WZ	18-Feb-1987	1110831	01-Sep-1987	18-Feb-2007
Nicolet	Mexico	125468	28-Oct-1991	413072	12-May-1992	28-Oct-2011
Nicolet	New Zealand	170556	20-Feb-1987	170556	20-Feb-1987	20-Feb-2008
Thilmany	South Africa	87/0961	18-Feb-1987	87/0961	14-Jul-1988	18-Feb-2007
Thilmany	Spain	1192364	30-Apr-1987	1192364	05-Dec-1989	05-Dec-2009
Thilmany	United Kingdom	1301918	24-Feb-1987	1301918	24-Feb-1987	24-Feb-2008
Steel Shield	United States	78/188520	25-Nov-2002	2811875	03-Feb-2004	03-Feb-2014
Grease-Gard	United States	75/186642	24-Oct-1996	2236058	30-Mar-1999	30-Mar-2009
Hi-Form	United States	75/215858	19-Dec-1996	2127153	06-Jan-1998	06-Jan-2008
"N"	United States	72/359062	07-May-1970	903027	24-Nov-1970	24-Nov-2010
Paper-Gard	United States	78/071420	28-Jun-2001	2675695	14-Jan-2003	14-Jan-2013
NICOLET	United States	78/831137	07-Mar-2006	3193847	02-Jan-2007	02-Jan-2008

# **Trademark Applications**

Trademark	Country Name	Status	Application Number	Filing Date
XKL	United States	Published	78/221195	04-Mar-2003