# 303142

# CH \$215.00

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation		05/23/2011	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Protective Industries, Inc.		
Street Address:	2150 Elmwood Avenue		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14207		
Entity Type:	CORPORATION: DELAWARE		

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3031425	NIAGARA CAPS & PLUGS
Registration Number:	2820339	CLEARVIEW
Registration Number:	2706931	MINITHERM
Registration Number:	2798606	POLYGUARD
Registration Number:	1424646	MOKON
Registration Number:	1209734	CAPLUGS
Registration Number:	1004836	SLEEVE-WEB
Registration Number:	0682667	NIAGARA

# CORRESPONDENCE DATA

Fax Number: (312)902-1061

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

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

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Address Line 4: Chicago, ILLINOIS 60661				
ATTORNEY DOCKET NUMBER:	207170-429			
NAME OF SUBMITTER:	Oscar Ruiz			
Signature:	/Oscar Ruiz/			
Date:	05/23/2011			
Total Attachments: 3 source=Trademark Release - Antares#page1.tif source=Trademark Release - Antares#page2.tif source=Trademark Release - Antares#page3.tif				

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# TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 23, 2011, by ANTARES CAPITAL CORPORATION ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Protective Industries, Inc., a Delaware corporation ("<u>Grantor</u>") and Secured Party were parties to that certain Trademark Security Agreement dated as of September 30, 2005 (the "<u>Security Agreement</u>"), pursuant to which Grantor granted a security interest to Secured Party in certain trademarks ("<u>Trademarks</u>") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 6, 2005, at Reel 3171, Frame 0385;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to the Grantor.

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

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):
  - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.
- 2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.
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IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL CORPORATION

Name: Jeff Bottcher
Title: Duly Authorized Signatory

# SCHEDULE 1

# U.S. TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
NIAGARA CAPS & PLUGS	78328424	11/14/03	3031425	12/20/05
CLEARVIEW	76439573	8/12/02	2820339	3/2/04
MINITHERM	76424662	6/24/02	2706931	4/15/03
POLYGUARD	76339498	11/19/01	2798606	12/23/03
MOKON	73565245	10/28/85	1424646	1/13/87
CAPLUGS	73265115	6/5/80	1209734	9/21/82
SLEEVE-WEB	73023533	6/6/74	1004836	2/18/75
NIAGARA	72062595	11/17/58	0682667	7/28/59

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**RECORDED: 05/23/2011** 

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