

**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 Trademark Rights	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Administrative Agent		07/06/2011	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fowler Products Company, L.L.C.		
<b>Street Address:</b>	6279 Tri-Ridge Blvd., Suite 410		
<b>City:</b>	Loveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45140		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1881864	TANGENTIAL FOWLER ZALKIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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<b>Correspondent Name:</b>	Marcela Robledo, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1082		
<b>NAME OF SUBMITTER:</b>	Marcela Robledo		
<b>Signature:</b>	/mr/		

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**TRADEMARK**  
 REEL: 004576 FRAME: 0622

Date:

07/06/2011

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of July 6, 2011 from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), to Fowler Products Company, L.L.C., a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 14, 2004, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Pro Mach, Inc., parent of Grantor (the "Borrower"), the Lenders and agents party thereto and the Agent, the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and other entities related to the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of December 14, 2004, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, a security interest (the "Security Interest") was pledged and granted by Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of December 14, 2004, among the Agent and Grantor (the "Security Agreement"), by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in the Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on February 23, 2005 at Reel 003033 and Frame 0791;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral; and

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest as of the date hereof in the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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

JPMorgan Chase Bank, N.A.

By: 

Name: Gitanjali Pundir

Title: Vice President

*[Signature Page to IP Security Release]*

**TRADEMARK**  
**REEL: 004576 FRAME: 0626**

**Schedule A**

**U.S. Trademark Registrations & Applications**

<b>Trademark Name</b>	<b>Registration Number</b>
TANGENTIAL FOWLER ZALKIN AND DESIGN	1,881,864