

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
CITICORP USA, INC.		08/22/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	DEXTER CHASSIS GROUP, INC.		
Street Address:	2900 Industrial Parkway East		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46516		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2064082	JP	
Registration Number:	3131015	KING COMBO	
CORRESPONDENCE DATA			
Fax Number:	(248)351-3082		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2487271471		
Email:	byates@jaffelaw.com		
Correspondent Name:	Brenda R. Yates		
Address Line 1:	201 S. Main, Ste 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	MARCOT-DEXTER		
NAME OF SUBMITTER:	Brenda R. Yates		
Signature:	/bry/		
Date:	09/01/2011		

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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of August 22, 2011 ("Effective Date") by Citicorp USA, Inc. and its successors, assigns and other legal representatives (in its capacity as Collateral Agent (as defined below)) in favor of Dexter Chassis Group, Inc., a Michigan corporation (the "Grantor").

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 27, 2010, as amended and restated on August 6, 2010, as amended and restated on September 21, 2010, as amended on September 28, 2010 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Tomkins, LLC (formerly Pinafore, LLC) and Tomkins, Inc. (formerly Pinafore, Inc.) (the "Borrowers"), the Guarantors party thereto from time to time (including the Grantor), Citibank, N.A., as Administrative Agent, Citicorp USA, Inc., as Collateral Agent (the "Collateral Agent"), each lender from time to time party thereto and the other parties thereto;

WHEREAS, pursuant to the terms and conditions of that certain U.S. Security Agreement, dated as of July 27, 2010, as amended and restated on September 21, 2010 and as supplemented on September 29, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the grantors identified therein in favor of the Collateral Agent, Grantor granted to the Collateral Agent a continuing security interest in and to all of its right, title and interest in and to certain Collateral, including, without limitation, the trademark registrations and applications set forth on Schedule A hereto together with the goodwill associated therewith (collectively, the "Trademarks"). Capitalized terms used herein without definition are used as defined in the Security Agreement or the Credit Agreement, as applicable;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantor, certain of its affiliates and the Collateral Agent entered into a Trademark Security Agreement, dated as of September 29, 2010 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on December 29, 2010, at Reel 4439, Frame 0608;

WHEREAS, pursuant to the terms of that that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of August 19, 2011, by and between Grantor, as seller, and EA Technologies, LLC, a Delaware limited liability company (the

“Buyer”), Grantor is transferring, among other things, the Trademarks to the Buyer (the “Sale”); and

WHEREAS, the Collateral Agent has agreed to terminate and release the entirety of its security interest in and to the Trademarks, effective simultaneously with the consummation of the Sale;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

1. Release of Security Interest. The Collateral Agent hereby terminates its security interest in the Trademarks that were pledged pursuant to the Trademark Security Agreement, and terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks together with the goodwill associated therewith, such actions to be evidenced by delivery of this Release, executed on behalf of the Collateral Agent, to the Grantor.

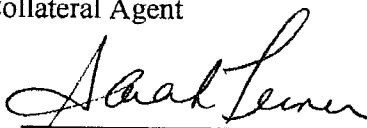
2. Assignment of Rights. If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Trademarks or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Grantor.

3. Further Assurances. The Collateral Agent shall take all further actions, reasonably acceptable to the Collateral Agent, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor, each at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CITICORP USA, INC.,
as Collateral Agent

By: 

Name: **Sarah Terner, CCM**
Title: **Senior Vice President**
Global Industrials Group
388 Greenwich Street
New York, NY 10013
212-816-2933

SCHEDULE A

Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Issue Date
JP and Design	75/026,142	11/29/1995	2068082 2064082	5/20/1997
KING COMBO	78/515,171	11/11/2004	3131015	12/20/2005