

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHASE CAPITAL CORPORATION		10/18/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ROLL COATER, INC.		
Street Address:	300 Blaisdell Road		
Internal Address:	c/o Sequa Corporation		
City:	Orangeburg		
State/Country:	NEW YORK		
Postal Code:	10962		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2461022	ROLLCOATER	
Registration Number:	3075911	COILTRAK	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5096		
Email:	nbrowand@milbank.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	28804.08101		
NAME OF SUBMITTER:	Nathaniel T. Browand		
Signature:	/Nathaniel T. Browand/		

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REEL: 004649 FRAME: 0973

Date:

10/27/2011

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of October 18, 2011 by CHASE CAPITAL CORPORATION, as administrative agent for certain financial institutions (“**Agent**”) in favor of the Credit parties (as defined below).

WITNESSETH:

WHEREAS, Agent, Roll Coater, Inc., an Indiana corporation (“**Borrower**”), Roll Coater Acquisition Corp., a Delaware corporation (“**Holdings**”) and Roll Coater Holdings Corp., a Delaware corporation (“**Parent**”, Parent together with Borrower and Holdings, each, a “**Credit Party**”, and collectively, the “**Credit Parties**”), are party to that certain Trademark Security Agreement, dated as of September 22, 2010 (the “**Security Agreement**”), pursuant to which the Credit Parties granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the trademark registrations and trademark applications (and intellectual property relating to same) of the Credit Parties, including, without limitation, the trademark registrations and trademark applications (and intellectual property relating to same) set forth on Exhibit A hereto; and

WHEREAS, the Credit Parties have requested that Agent release its security interest in certain of the trademark registrations and trademark applications of the Credit Parties and reassign the same to the applicable Credit Party.

WHEREAS, Agent has agreed to terminate and release the entirety of its security interest in and to the Credit Parties’ trademark registrations and trademark applications.

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

1. Agent hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests in all of the Credit Parties’ right, title and interest in and to all of the following (the “**Trademark Collateral**”):

(a) the trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, the registrations and recordings thereof, and applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, as set forth on Exhibit A hereto (each of the foregoing items in this clause (a) being called a “**Trademark**”);

(b) the Trademark licenses, if any, referred to in Exhibit A hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Credit Party against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license with respect to the Trademarks, Trademark registrations or Trademark licenses referred to in Exhibit A hereto, or for any injury to the goodwill associated with the use of a Trademark or for breach or enforcement of a Trademark license.

2. Agent hereby reassigns, grants and conveys to the applicable Credit Party, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral. If and to the extent 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 the applicable Credit Party.

3. Agent shall take all further actions, reasonably acceptable to Agent, and provide to the applicable Credit Party 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 such Credit Party, each at such Credit Party's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

CHASE CAPITAL CORPORATION,
as Agent


By: 
Name: W Robert Felker
Title: Chief Operating Officer

EXHIBIT A

Trademarks

<u>Holder</u>	<u>Trademark or Application</u>	<u>Country</u>	<u>Registration or Application No.</u>	<u>Registration or Application Date</u>
Roll Coater, Inc.	ROLLCOATER	United States	2,461,022	6/19/2001
Roll Coater, Inc.	ROLLCOATER	Canada	TMA660,821	3/15/2006
Roll Coater, Inc.	ROLL COAT	Canada	123191800	9/28/2004
Roll Coater, Inc.	COILTRAK	United States	3,075,911	4/4/2006
Roll Coater, Inc.	COILTRAK	Canada	123191300	9/28/2004