

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citicorp USA, Inc.		10/26/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Epicor Industries, Inc.		
<b>Street Address:</b>	8100 Tridon Drive		
<b>City:</b>	Smyrna		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37167		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1042095	COMBO HEX	
Registration Number:	2360687	FLEX-GEAR	
Registration Number:	0607194	HY-GEAR	
Registration Number:	0097540	IDEAL	
Registration Number:	1069734	IDEAL	
Registration Number:	1080770	IDEAL	
Registration Number:	3526265	IDEAL	
Registration Number:	0741147	LOX-ON	
Registration Number:	1042665	MICRO-GEAR	
Registration Number:	3121539	NO-HUB CLASSIC	
Registration Number:	1869213	POW'R-GEAR	
Registration Number:	0620215	SNAPLOCK	
Registration Number:	1076272		
Registration Number:	1042666	TRIM GEAR	

**CH \$415.00 1042095**

Registration Number:	3076284	TURN-KEY
Registration Number:	0621069	WRAPLOCK

**CORRESPONDENCE DATA**

Fax Number: (312)902-1061  
Phone: 312.577.8034  
Email: oscar.ruiz@kattenlaw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-461
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	10/28/2011

Total Attachments: 4  
source=Release of Security Interests in Trademarks - Citicorp#page1.tif  
source=Release of Security Interests in Trademarks - Citicorp#page2.tif  
source=Release of Security Interests in Trademarks - Citicorp#page3.tif  
source=Release of Security Interests in Trademarks - Citicorp#page4.tif

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "**Release**") is made as of October 26, 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 EPICOR Industries, Inc., a Delaware 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 Stock Purchase Agreement (the "**Purchase Agreement**") dated as of October 26, 2011, by and among Ideal Acquisition Holdings, Inc. (the "**Buyer**") and Tomkins Finance Limited, Tomkins

Investments Company S.à r.l., Tomkins Automotive Company S.à r.l. and Tomkins Automotive Holding Company (collectively, the "Sellers"), the equity interests of Grantor will be sold to the Buyer, and as such, the Grantor will no longer be a grantor or guarantor under the Credit Agreement (the "Sale"); and

**WHEREAS**, the Collateral Agent has agreed to terminate and release the entirety of its security interest in and to the Grantor's 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 Grantor's 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 Grantor's 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 Seller or its designee.

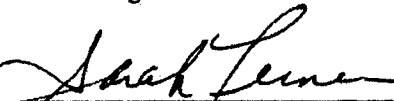
2. Assignment of Rights. If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Trademarks or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Grantor.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Status</u>
COMBO HEX	73/063,638	9/19/1975	1042095	6/29/1976	Registered
FLEX-GEAR	75/469,664	4/17/1998	2360687	6/20/2000	Renewed
HY GEAR	71/672,290	8/26/1954	0607194	6/14/2005	Renewed
IDEAL	71/076,212	2/27/1914	0097540	6/9/1914	Renewed
IDEAL (stylized)	73/063,536	9/19/1975	1069734	7/19/1977	Renewed
IDEAL IN OVAL DESIGN	73/088,364	5/24/1976	1080770	1/3/2008	Renewed
IDEAL in Slanted Oval Design	77/106,121	2/13/2007	3526265	11/4/2008	Registered
LOX-ON	72/119,970	5/15/1961	0741147	11/27/1962	Renewed
MICRO-GEAR	73/063,639	9/19/1975	1042665	7/6/1976	Renewed
NO-HUB CLASSIC	78/369,909	2/18/2004	3121539	7/25/2006	Registered
POW'R-GEAR	74/408,124	7/1/1993	1869213	12/27/1994	Renewed
SNAPLOCK	71/672,667	9/2/1954	0620215	1/31/1956	Renewed
Spliti Ellipse (Oval) Design	73/063,674	9/19/1975	1076272	11/1/1977	Renewed
TRIM-GEAR	73/063,640	9/19/1975	1042666	6/6/1976	Renewed
TURN-KEY	78/579,602	3/3/2005	3076284	4/4/2006	Registered
WRAPLOCK (Stylized)	71/692,143	7/29/1955	0621069	2/14/1956	Renewed