

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (ABL Security Agreement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent		11/30/2010	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Mark IV Industries Corp.
Street Address:	8201 Greensboro Drive, Suite 1002
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: NOVA SCOTIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2344267	FUSION
Registration Number:	2878024	
Registration Number:	3559644	HOTPASS
Registration Number:	3335267	HOT SOLUTION
Registration Number:	3335266	HOT SOLUTION
Registration Number:	2941547	UBIQUITY
Registration Number:	3098748	REINVENTING THE ROAD
Registration Number:	2939028	SMART FUSION

CORRESPONDENCE DATA

Fax Number: 3128637865

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$215.00 2344267

Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6656.001
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NAME OF SUBMITTER:	Sharon Patterson
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Signature:	/sharon patterson/
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Date:	06/06/2012
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Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS
(ABL SECURITY AGREEMENT)**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement") dated as of ~~November 13~~ November 30, 2010, from JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit and Guarantee Agreement, dated as of November 13, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mark IV, LLC ("Parent"), Mark IV Global Holding Corp. ("Holdings"), Mark IV Industries, Inc. ("Mark IV"), Dayco Products, LLC (the "US Borrower"), Mark IV Industries Corp (the "Canadian Borrower"), each of the direct and indirect subsidiaries of Parent signatory thereto, the Lenders, the Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, and JPMorgan Chase Bank, N.A. and Wachovia Bank, National Association, as Joint Collateral Agents.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, pursuant to the Pledge and Security Agreement, dated as of November 13, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Canadian Borrower, Dayco Canada Corp, Mark IV IDS Canada Corp, Seebreeze Technology Holdings Partnership and Mark IV IDS Partnership (each a "Grantor" and collectively the "Grantors") pledged, collaterally assigned, and granted to the Agent on behalf of and for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a security interest in all of its right, title and interest in, to and under all Intellectual Property (as defined in the Security Agreement) of such Grantor;

WHEREAS, pursuant to the Security Agreement, the Canadian Borrower executed and delivered a Grant of Security Interest in Trademark Rights, dated as of November 13, 2009 (the "Trademark Security Agreement"), in favour of the Agent for the ratable benefit of the Secured Parties;

WHEREAS, the Trademark Security Agreement was recorded in (i) the Canadian Intellectual Property Office January 5, 2010; and (ii) in the Trademark Division of the United States Patent and Trademark Office on November 20, 2009, at Reel 4100 and Frame 0524; and

WHEREAS, pursuant to the Second Amendment, Reaffirmation and Assumption dated as of November 30, 2010, to and under the Credit Agreement and the Release of Guarantee and Collateral, dated November 30, 2010 (the "Release Agreement"), the Agent has agreed to release its liens on, and security interests in, the assets of the Canadian Borrower, including the Trademark Collateral (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the

Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Canadian Borrower's right, title and interest in the following: (i) all United States and Canadian trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, domain names, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, all common-law rights related thereto, including, without limitation, those items listed on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges all of its security interest in the Trademark Collateral, and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to Canadian Borrower. This Agreement does not terminate, release or discharge the Agent's security interest in any Intellectual Property of any Grantor other than the Trademark Collateral of the Canadian Borrower.

3. Recordation. The Agent hereby authorizes Canadian Borrower or Canadian Borrower's authorized representative to (i) record this Agreement with the United States Patent and Trademark Office and the Canadian Intellectual Property Office, and/or (ii) otherwise record or file this Agreement in any applicable governmental office or agency.

4. Acknowledgement. In the event of any conflict between the terms of this Agreement and the terms of the Release Agreement, the terms of the Release Agreement shall govern.

5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO, AND FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

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

JPMorgan Chase Bank, N.A., Toronto Branch, as
Canadian Administrative Agent and Canadian
Collateral Agent

By: Robert Kellas
Name: ROBERT F. KELLAS
Title: EXECUTIVE DIRECTOR

Release - ABL Trademark Security Agreement

TRADEMARK
REEL: 004796 FRAME: 0148

Schedule A

Canadian Trademark Registrations and Applications

Trademark Reg. No.	Application	Status	Owner	Description
509,834	814216	Registered	MARK IV INDUSTRIES CORP.	Fusion
616,985	1058280	Registered	MARK IV INDUSTRIES CORP.	Smart Fusion
689,620	1299456	Registered	MARK IV INDUSTRIES CORP.	Hot Solution
721,312	1360335	Registered	MARK IV INDUSTRIES CORP.	Hot Pass
617,290	1150506	Registered	MARK IV INDUSTRIES CORP.	Reinventing The Road
689,621	1299460	Registered	MARK IV INDUSTRIES CORP.	Hot Solution And Design
621,029	1150507	Registered	Mark IV Industries Corp	Ubiquity
614,110	1171931	Registered	MARK IV INDUSTRIES CORP. [owner of record currently Mark IV Industries Canada Corp.]	TSP & Logo
608,360	1170006	Registered	MARK IV INDUSTRIES CORP. [owner of record currently Mark IV Industries Canada Corp.]	TSP
561,056	1051001	Registered	MARK IV INDUSTRIES CORP. [owner of record currently Mark IV Industries	HORIZON

Trademark Reg. No.	Application	Status	Owner	Description
			Canada Corp.]	
	1206412	Dead	MARK IV INDUSTRIES CORP.	EZ-Chip

US Trademark Registrations and Applications

Trademark	Application	Status	Owner	Description
2,344,267	75/158,217	Active	MARK IV INDUSTRIES CORP.	Fusion
2,878,024	76/316,129	Active	Mark IV Industries Corp.	Transponder 3D Trademark
3,559,644	77/269,379	Registered	Mark IV Industries Corp.	Hotpass
3,335,267	78/964,234	Registered	MARK IV INDUSTRIES CORP.	Hot Solution & Design
3,335,266	78/964,227	Registered	MARK IV INDUSTRIES CORP.	Hot Solution
2,941,547	78/160,626	Registered	MARK IV INDUSTRIES CORP.	Ubiquity
3,098,748	78/160,612	Registered	MARK IV INDUSTRIES CORP.	Reinventing The Road
2,939,028	76/090,560	Registered	MARK IV INDUSTRIES CORP.	Smart Fusion