

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIZENS BANK OF PENNSYLVANIA		09/05/2012	Bank: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	BOLTTECH MANNINGS, INC.
Street Address:	501 Mosside Blvd.
City:	North Versailles
State/Country:	PENNSYLVANIA
Postal Code:	15137
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1808825	MONSTER GRIP
Registration Number:	2417787	HITS WRENCH
Registration Number:	3471819	MANWOOL
Registration Number:	2804646	SUPERKNIT
Registration Number:	2308335	M MANNINGS U.S.A.
Registration Number:	2310359	MANNINGS U.S.A.
Registration Number:	2308334	MANNINGS
Serial Number:	76590673	TAG

CORRESPONDENCE DATA

Fax Number: 2129692900  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 212-969-3000  
 Email: trademark@proskauer.com

CH \$215.00 1808825

Correspondent Name: Jenifer deWolf Paine  
Address Line 1: Proskauer Rose LLP  
Address Line 2: Eleven Times Square  
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	16660-005
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	09/07/2012

Total Attachments: 4  
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**RELEASE OF  
SECURITY INTEREST IN U.S. TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN U.S. TRADEMARKS, dated as of September 5, 2012 (this "Release"), is made and entered into by Citizens Bank of Pennsylvania (the "Bank") under that certain Patent, Trademark and Copyright Security Agreement, dated November 18, 2009, to be effective November 20, 2009 (the "Agreement"), made by Bolttech Mannings, Inc., a Pennsylvania corporation (f/k/a Bolttech, Inc., a Pennsylvania corporation (successor by merger with Mannings, U.S.A., Inc., a New Jersey corporation (successor by merger with Mannings Global Tooling Services, LLC, a Texas limited liability company, Titan Mannings Texas, LLC, a Texas limited liability company and Lee Innovative Solutions, LLC, a Texas limited liability company))) (the "Grantor") in connection with that certain Credit and Security Agreement, dated November 20, 2009, among the Grantor, the Guarantor (as defined in the Credit Agreement) (as amended, modified or supplemented from time to time, the "Credit Agreement").

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement.

WHEREAS, pursuant to the Agreement, the Grantor granted to the Bank a Lien on all of such Grantor's right, title and interest in and to the registered Trademarks set forth on Schedule A attached hereto and made a part hereof (the "Trademarks"), and the Bank filed that certain Notice of Security Interest – U.S. Trademarks on December 10, 2009, in the United States Patent and Trademark Office, at Reel/Frame: 004112/0167, as amended on February 10, 2011, in the United States Patent and Trademark Office at Reel/Frame: 004476/0018.

WHEREAS, the Bank has agreed to release, relinquish, terminate and discharge its right, title and interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby agrees as follows:

1. The Bank hereby releases, relinquishes, terminates and discharges in its entirety any and all Liens or security interests it has in the Trademarks. All rights, title and interest in and to such Trademarks, including trademark registrations and applications and all proceeds thereof, including, without limitation, any and all licenses of any of the foregoing, and the right to sue for any past, present and future infringement, hereby reverts to the Grantor.

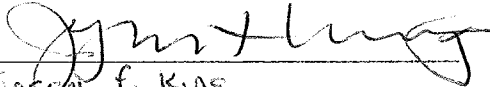
2. The Bank authorizes and requests the United States Patent and Trademark Office to record this Release against such Trademarks, as applicable.

3. The Bank hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purpose of this Release.

[Signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed and delivered this Release on the date written above.

Citizens Bank of Pennsylvania

By:   
Name: Joseph F. King  
Title: Senior Vice-President

SCHEDULE A

TRADEMARKS/TRADE NAMES

1. U.S. Trademark Registrations:

<u>Owner</u>	<u>Reg. No.</u>	<u>Mark</u>	<u>Date Issued</u>	<u>Int'l Class</u>	<u>Status</u>
Bolttech, Inc.	1,808,825	"MONSTER GRIP"	12/07/1993	007	Renewed – 2003
Bolttech, Inc.	2,417,787	"HITS WRENCH"	01/02/2001	007	Registered
Mannings	3,471,819	"MANWOOL"	07/22/2008	017	Registered
Mannings	2,804,646	"SUPERKNIT"	01/13/2004	017	Registered
Mannings	2,308,335	"M MANNINGS U.S.A." and Design	01/18/2000	009 011 037	Registered
Mannings	2,310,359	"MANNINGS U.S.A."	01/25/2000	009 011 037	Registered
Mannings	2,308,334	"MANNINGS"	01/18/2000	009 011 037	Registered

2. U.S. Trademark Applications:

<u>Owner</u>	<u>App. No.</u>	<u>Mark</u>	<u>Date Filed</u>	<u>Int'l Class</u>	<u>Status</u>
Bolttech	76/590,673	"TAG"	12/07/1993	007	Abandoned – 2005

3. Bolttech, Inc. has common law rights in and to the following unregistered trade names and trademarks:

- a. "BOLTTECH";
- b. "BOLTTECH-MANNINGS";
- c. "PORTA-TORQUE" (formerly the subject of U.S. Trademark Registration No. 1,971,933, issued on April 30, 1996);
- d. "TAG" (formerly the subject of U.S. Trademark Application No. 76/590,673, abandoned on June 30, 2005);
- e. the "BOLTTECH" logo; and
- f. the "BOLTTECH-MANNINGS" logo.

4. Mannings has common law rights in and to the following unregistered trade names and trademarks:

- a. "MANNINGS USA, INC.";

- b. "MANNINGS INC.;" and
- c. "BOLTTECH-MANNINGS."

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