

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
Deutsche Bank AG		09/28/2012	COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	NRD, LLC		
Street Address:	2937 Alt Boulevard		
City:	Grand Island		
State/Country:	NEW YORK		
Postal Code:	14072		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3380634	FIREFLY	
Registration Number:	3368323	FIREFLY	
Registration Number:	1383196	STATICMASTER	
Registration Number:	3474210	NEUTRALIZER	
Registration Number:	3031575	SIMPLY NEUTRAL	
Registration Number:	3034555	NRD	
Registration Number:	3010900	NRD	
Registration Number:	0943563	NUCLESTAT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mstorck@lippes.com		
Correspondent Name:	Michael E. Storck		
Address Line 1:	665 Main Street, Suite 300		

OP \$215.00 3380634

Address Line 4: Buffalo, NEW YORK 14203

NAME OF SUBMITTER:

Michael E. Storck

Signature:

/Michael E. Storck/

Date:

10/19/2012

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS (INDENTURE)**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Agreement”) dated as of September 28, 2012, from Deutsche Bank AG, London Branch, a public company under the laws of the German Federal Republic (Aktiengesellschaft), having its official seat in Frankfurt am Main, Germany, having its registered offices at Theodor-Heuss-Allee 70, D-60486 Frankfurt am Main, Germany, registered with the Trade Register of the Frankfurt am Main Amtsgericht under file number HRB30000, acting through its London Branch at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, United Kingdom, registered with the Registrar of Companies for England and Wales under Branch no. BR000005, as Note Collateral Agent (the “Agent”) under the Indenture, dated as of December 13, 2010 (as amended, supplemented or otherwise modified from time to time, the “Indenture”) among, among others, Mark IV, LLC (“Parent”), Mark IV USA Lux S.C.A., a Luxembourg société en commandite par actions (the “U.S. Group Issuer”), Mark IV Europe Lux S.C.A., a Luxembourg société en commandite par actions (the “European Group Issuer” and, together with the U.S. Group Issuer, the “Issuers”), the Guarantors (as such term is defined in the Indenture), Deutsche Bank AG, London Branch, as trustee (the “Trustee”) and the Agent.

WITNESSETH:

WHEREAS, in connection with the Indenture, the Guarantors executed and delivered a Pledge and Security Agreement, dated as of December 13, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, NRD, LLC (“NRD”), Mark IV Industries, Inc. (“Mark IV”) and Dayco Products, LLC (“Dayco” and, together with NRD and Mark IV, the “Grantors”) executed and delivered a Grant of Security Interest in Trademarks, dated as of December 13, 2010 (the “Trademark Security Agreement”), in favor of the Agent on behalf of and for the ratable benefit of the Secured Parties;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 15, 2010, at Reel 4432 and Frame 0287;

WHEREAS, pursuant to an Equity Interest Purchase Agreement, dated as of July 17, 2012, among Mark IV, NRD and NRD Holdings LLC, the equity interests of NRD have been transferred in a transaction made in compliance with the Indenture and the Security Documents (as defined in the Indenture) at the time of such transfer (the “NRD Sale”), and Parent and the Issuers have certified to the Trustee and the Agent that the NRD Sale is effective and has been consummated; and

WHEREAS, pursuant to Section 10.05 of the Indenture, the Agent’s liens on, and security interests in, the assets of NRD, including the Trademark Collateral (as hereinafter

defined) have been automatically and unconditionally released upon the transfer of the equity interests of NRD.

NOW, THEREFORE, for good and valuable consideration, 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 NRD's right, title and interest in, to and under 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 connected with the use of and symbolized thereby, 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, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

2. Release of Security Interest. The Agent hereby acknowledges that all of its security interest in the Trademark Collateral have been automatically and unconditionally released, and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to NRD. 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 and Intellectual Property of NRD.


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


4. The Agent hereby agrees to execute, acknowledge and deliver all such further releases, termination statements, documents, agreements, certificates and instruments as may be reasonably requested by Parent or NRD to evidence the guaranty and collateral releases contemplated hereby as required by Sections 10.05 and 11.03 of the Indenture.

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 STATE OF NEW YORK.

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

DEUTSCHE BANK AG, LONDON BRANCH, as
Note Collateral Agent

By: 
Name: PAUL CROSSLEY
Title: VICE PRESIDENT

By: 
Name: S. FERGUSON
Title: VICE PRESIDENT

[Signature Page to Trademark Release (Indenture)]

Schedule A

U.S. Trademarks and Trademark Applications of NRD, LLC

Title	App./Reg. No.
FIREFLY AND DESIGN	3,380,634
FIREFLY	3,368,323
STATICMASTER	1,383,196
NEUTRALIZER	3,474,210
SIMPLY NEUTRAL	3,031,575
NRD AND DESIGN	3,034,555
NRD	3,010,900
NUCLESTAT	943,563