

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citicorp USA Inc.		11/01/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Dexter Axle Company
Street Address:	2900 Industrial Parkway
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46516
Entity Type:	CORPORATION: DELAWARE

Name:	Dexter Axle Trucking Company
Street Address:	46516
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46516
Entity Type:	CORPORATION: DELAWARE

Name:	eINDUSTRIES, Inc.
Street Address:	4526 Chester Drive
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46516
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78907815	AIRFLEX
Serial Number:	85096648	AIRFLEX

Serial Number:	78908076	AIRFLEX
Serial Number:	72352330	D
Serial Number:	72352329	DEXTER
Serial Number:	77533429	E-Z FLEX
Serial Number:	77826441	E-Z LUBE
Serial Number:	77790210	GAL-DEX
Serial Number:	77452103	NEV-R-ADJUST
Serial Number:	78907694	NEV-R-LUBE
Serial Number:	78582432	PREDATOR DX2
Serial Number:	78582358	PREDATOR DX2
Serial Number:	78582340	PREDATOR SERIES
Serial Number:	73547298	TORFLEX
Serial Number:	77702359	VENTLINE

CORRESPONDENCE DATA

Fax Number: 4152687522
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 415-268-6327
Email: kanderson@mofo.com, msm9@mofo.com
Correspondent Name: Lynn M. Humphreys
Address Line 1: Morrison & Foerster LLP
Address Line 2: 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	69135-17
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	11/02/2012

Total Attachments: 4
source=Dexter -- Fully Executed Trademark Release (Citi)#page1.tif
source=Dexter -- Fully Executed Trademark Release (Citi)#page2.tif
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of November 1, 2012 (the “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 Dexter Axle Company, a Delaware corporation, Dexter Axle Trucking Company, a Delaware corporation, and e INDUSTRIES, INC., an Indiana corporation (each, a “Grantor” and collectively, the “Grantors”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 27, 2010, as amended and restated on August 6, 2010, as further amended and restated on September 21, 2010, as further amended on September 28, 2010, as further amended on February 17, 2011, as further amended on June 30, 2011 and as further amended on September 13, 2012 (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 Grantors), 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, each 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 Grantors, certain of their 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 September 27, 2012, by and among Tomkins Industries, Inc. (the “Seller”), Dexter Axle Company, and Dexter Axle Acquiror Company (the “Buyer”), Seller is transferring, among other things, the Trademarks to the Buyer (the “Sale”); and

WHEREAS, the Collateral Agent has agreed to terminate and release the entirety of its security interest in and to the 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 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 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 Grantors.

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 each Grantor, as applicable.

3. Further Assurances. The Collateral Agent shall take all further actions, reasonably acceptable to the Collateral Agent, and provide to the Grantors and each of their 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 the Grantors, each at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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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: Michelle Banks Kaichan
Name: Michelle Banks Kaichan
Title: Vice President

SCHEDULE A

Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Issue Date
AIRFLEX	78/907,815	6/14/2006	3317908	10/23/2007
AIRFLEX & DESIGN	85/096,648	7/30/2010		
AIRFLEX & DESIGN	78/908,076	6/14/2006	3312324	10/16/2007
D & TRIANGLE DESIGN	72/352,330	2/25/1970	931666	4/4/1972
DEXTER	72/352,329	2/25/1970	924612	11/30/1971
E-Z FLEX	77/533,429	7/29/2008	3709942	11/10/2009
E-Z LUBE	77/826,441	9/15/2009		
GAL-DEX	77/790,210	7/27/2009		
NEV-R-ADJUST	77/452,103	8/18/2008	3659050	7/21/2009
NEV-R-LUBE	78/907,694	6/14/2006	3317906	10/23/2007
PREDATOR DX2 & Design	78/582,432	3/8/2005	3243605	5/22/2007
PREDATOR DX2 & Feline Design	78/582,358	3/8/2005	3246167	5/29/2007
PREDATOR SERIES & Design	78/582,340	3/8/2005	3388810	2/26/2008
TORFLEX	73/547,298	7/10/1985	1392362	5/6/1986
VENTLINE	77/702,359	3/30/2009	3804373	6/15/2010