

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation		11/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Becker-Underwood, Inc.
Street Address:	801 Dayton Avenue
City:	Ames
State/Country:	IOWA
Postal Code:	50010
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1719252	HISTICK
Registration Number:	3271606	INTEGRAL
Registration Number:	2348926	NEMASYS
Registration Number:	2492954	NEMATAC
Registration Number:	2464473	NODULATOR
Registration Number:	2354447	SUBTILEX
Registration Number:	3967621	POLY TREE
Registration Number:	1649867	SELFSTIK
Registration Number:	3965694	CUSHIONFALL
Serial Number:	85262858	COLORBIOTICS
Serial Number:	85134862	CUSHIONFALL
Serial Number:	78913067	INFUSION
Serial Number:	85133950	CUSHIONFALL SPORT
Serial Number:	85134823	CUSHIONFALL SPORT

OP \$365.00 1719252

CORRESPONDENCE DATA

Fax Number: 6127661600

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

Phone: 6127667000

Email: sarah.house@faegrebd.com

Correspondent Name: Sarah M House

Address Line 1: 90 South Seventh Street

Address Line 2: 2200 Wells Fargo Center

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	476234.310317
NAME OF SUBMITTER:	Sarah M. House
Signature:	/Sarah M House/
Date:	11/29/2012
Total Attachments: 5 source=Security Release1#page1.tif source=Security Release1#page2.tif source=Security Release1#page3.tif source=Security Release1#page4.tif source=Security Release1#page5.tif	

TRADEMARK RELEASE OF SECURITY INTEREST

THIS TRADEMARK RELEASE OF SECURITY INTEREST is made as of November 21, 2012, by ANTARES CAPITAL CORPORATION, as Collateral Agent (“Collateral Agent”).

WITNESSETH:

WHEREAS, Collateral Agent and Becker-Underwood, Inc., a Delaware corporation (“Borrower”), were parties to that certain Trademark Security Agreement dated as of December 16, 2010 (the “Security Agreement”; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Borrower granted a security interest to Collateral Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Borrower to the financial institutions (collectively, the “Lenders”) from time to time party to that certain Credit Agreement by and among Borrower and Collateral Agent, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Assignment Division of the United States Patent and Trademark Office on August 26, 2011 at Reel 4612, Frame 0131; and

WHEREAS, Borrower has requested that Collateral Agent release its security interest in the Trademarks and reassign the same to Borrower;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby releases its security interest in all of Borrower’s right, title and interest in and to all of the following (the “Trademark Collateral”):

(a) each Trademark, Trademark registration, and Trademark application owned by Grantor, including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations (together with any reissues, continuations or extensions thereof) relating to Trademarks and referred to in Exhibit A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations relating to Trademarks and referred to in Exhibit A annexed hereto, all Intellectual Property Registrations issued with respect to Intellectual Property Applications referred to in Exhibit A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

2. Collateral Agent hereby reassigns, grants and conveys to Borrower, without any representation, warranty, recourse or undertaking Collateral Agent, all of Collateral Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Borrower's business connected with the use of and symbolized by the Trademark Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release of Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION,
as Collateral Agent

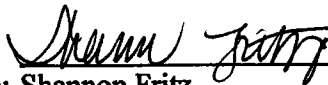
By:  _____
Name: Shannon Fritz
Title: Duly Authorized Signatory

EXHIBIT A to Trademark Release of Security Interest

US Trademarks Registrations:

HOLDER	MARK	GRANT NUMBER	GRANT DATE
Becker Underwood Ltd	HISTICK	1719252	9/22/92
Becker Underwood Ltd	INTEGRAL	3271606	07/31/07
Becker Underwood Ltd	MICROFIX	2433826	03/06/01
Becker Underwood Ltd	NEMASYS	2348926	05/09/00
Becker Underwood Ltd	NEMATAC	2492954	09/25/01
Becker Underwood Ltd	NODULATOR	2464472	06/26/01
Becker Underwood Ltd	SUBTILEX	2354447	06/06/00
Becker Underwood Inc.	CUSHIONFALL	3965694	05/24/11
Becker Underwood Inc.	POLY TREE	3967621	05/24/11
Becker Underwood Inc.	SELFSTIK	1649867	07/09/91

US Trademarks Applications:

HOLDER	MARK	APPLICATION NUMBER	APPLICATION DATE
Becker Underwood Inc.	COLORBIOTICS	PENDING ITU 85262858	3/9/11
Becker Underwood Pty Limited (Australia)	WETTASOIL	PENDING ITU 78/455,708	7/23/04
Becker Underwood Inc.	CUSHIONFALL	PENDING ITU 85134862	9/21/10
Becker Underwood Inc.	CUSHIONFALL SPORT	PENDING ITU 85134823	9/21/10
Becker Underwood Inc.	CUSHIONFALL SPORT	PENDING ITU 85133950	9/20/10
Becker Underwood Inc.	CUSHIONFALL SPORT	PENDING ITU 85133995	9/20/10

HOLDER	MARK	APPLICATION NUMBER	APPLICATION DATE
Becker Underwood Inc.	TRUE COAT	PUBLISHED (PENDING) ITU 77864991	11/4/09
Becker Underwood Inc.	INFUSION	78913067	6/21/06

Trademark Release of Security Interest

RECORDED: 11/29/2012

**TRADEMARK
REEL: 004909 FRAME: 0981**