# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest Recorded at Reel/Frame 003572-0412

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank Northwest, N.A.		104/16/2013	National Banking Association: UTAH

# **RECEIVING PARTY DATA**

Name:	American Builders & Contractors Supply Co., Inc.	
Street Address:	1195 Prince Hall Drive	
Internal Address:	Suite B	
City:	Beloit	
State/Country:	WISCONSIN	
Postal Code:	53511	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2995965	SEAL-FAST
Registration Number:	2878602	MULE-HIDE PRODUCTS "NOT A KICK IN A MILL
Registration Number:	2819275	MULE-HIDE
Registration Number:	2702441	FAST-CAPS
Registration Number:	2023107	KINGSTREE
Registration Number:	2029642	SHUR-GARD
Registration Number:	1977174	POLY ISO 2
Registration Number:	1978078	SEAL-FAST
Registration Number:	2079987	LIQUI-THIX
Registration Number:	1737851	MULE-HIDE PRODUCTS "NOT A KICK IN A MILL
Registration Number:	1700566	MULE-HIDE PRODUCTS "NOT A KICK IN A MILL
Registration Number:	0443599	MULE-HIDE
Registration Number:	0233815	MULE-HIDE

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## **CORRESPONDENCE DATA**

3128622200 Fax Number:

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

via US Mail.

Phone: 312-862-2208

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson Address Line 1: 300 North LaSalle

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	36213-10-RFS
NAME OF SUBMITTER:	Rob Soneson
Signature:	/Rob Soneson/
Date:	04/19/2013

#### Total Attachments: 5

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of \_\_April 16 \_\_, 2013 ("Effective Date") by Wells Fargo Bank Northwest, N.A., a National Banking Association, in its capacity as Collateral Trustee, with its principal office at MAC U1240-026, 260 N. Charles Lindbergh Drive, Salt Lake City, Utah 84116, Attn: Corporate Trust Services ("Secured Party"), in favor of Mule-Hide Products Co., Inc., a Texas corporation, with its principal office at 1195 Prince Hall Drive, Suite B, Beloit, Wisconsin 53511 ("Debtor"). All terms used in this Release with initial capital letters and not defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Debtor and Secured Party dated June 29, 2007 (the "Trademark Security Agreement"), Debtor granted to Secured Party a continuing security interest in and to all of Debtor's right, title and interest in and to the following property (the "Trademark Collateral"):

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application;
- (ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark license, in each case together with the right to sue for injunctive and other relief including collecting said damages;

**WHEREAS,** the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on July 2, 2007, at Reel 003572, Frame 0412;

**WHEREAS**, Debtor has paid all of its outstanding indebtedness to Secured Party.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests Secured Party has against the Trademark Collateral. Secured Party represents and warrants that it has the full power and authority to execute this Release and that it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral.

Secured Party shall take all further actions, and provide to Debtor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without

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limitation, the execution and delivery of any and all documents or other instruments), which are necessary and reasonably requested by Debtor to more fully and effectively effectuate the purposes of this Release, all at the sole cost and expense of Debtor.

\* \* \* \* \*

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO BANK NORTHWEST, N.A., a National Banking Association, as Collateral Trustee

Mame: Joseph H. Pugsley

Title: Assistant Vice President

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# **SCHEDULE A-1**

# <u>U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS</u> <u>OF MULE-HIDE PRODCUTS CO., INC.</u>

Trademark No.	Registration Date	Mark
2995965	9/13/2005	SEAL-FAST
2878602	8/31/2004	MULE-HIDE PRODUCTS "NOT A KICK IN A MILLION FEET"
2819275	3/2/2004	MULE-HIDE
2702441	4/1/2003	FASTCAPS
2023107	12/17/1996	KINGSTREE
2029642	1/14/1997	SHUR-GARD
1977174	5/28/1996	POLY ISO 2
1978078	6/4/1996	SEALFAST
2079987	7/15/1997	LIQUI-THIX (stylized)
1737851	12/8/1992	MULE HIDE PRODUCTS "NOT A KICK IN A MILLION FEET"
1700566	7/14/1992	MULE HIDE PRODUCTS "NOT A KICK IN A MILLION FEET"
0443599	12/6/1949	MULE-HIDE
0233815	10/11/1927	MULE-HIDE

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# SCHEDULE A-2 TRADEMARK LICENSES

Mule-Hide Products Co., Inc. has granted its sister company, Mule-Hide Manufacturing Co., Inc., a license to use MULE-HIDE, the MULE-HIDE logo marks, and related trademarks, on its products, pursuant to a written license agreement.

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**RECORDED: 04/19/2013** 

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