

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest TL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		06/11/2013	Bank: OHIO
RECEIVING PARTY DATA			
Name:	Sax Arts & Crafts, Inc.		
Street Address:	W6316 Design Drive		
City:	Greenville		
State/Country:	WISCONSIN		
Postal Code:	54942		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3646434	NATURE'S IMPRESSIONS	
Registration Number:	2257283	SAX	
Registration Number:	1271755	TRUE-FLOW	
Registration Number:	1746677	VERSA TEMP	
Registration Number:	1262365	WRITE ON	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

OP \$140.00 3646434

ATTORNEY DOCKET NUMBER:	F145115
NAME OF SUBMITTER:	Kaitlin Burwell
Signature:	/Kaitlin Burwell/
Date:	06/18/2013
<b>Total Attachments: 3</b> source=Termination of Security Interest in Trademarks - Sax Arts Crafts Inc #page2.tif source=Termination of Security Interest in Trademarks - Sax Arts Crafts Inc #page3.tif source=Termination of Security Interest in Trademarks - Sax Arts Crafts Inc #page4.tif	

## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 11, 2013, is made by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Grant of Trademark Security Interest, dated February 27, 2013, between the Secured Party and the Grantor (the "Trademark Security Agreement").

**WHEREAS**, SAX ARTS & CRAFTS, INC. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in the Trademark Collateral, including those Trademarks referred to on Schedule A attached hereto;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on March 1, 2013 at Reel 4973 and Frame 0493; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

**NOW, THEREFORE**, for valuable consideration, the receipt of which is hereby acknowledged, the Secured Party hereby agrees as follows:

1. Release. The Secured Party hereby terminates, relinquishes, discharges and releases all mortgages, liens, and security interests granted to the Secured Party, in the Trademark Collateral, including:
  - a. all of the Grantor's Trademarks including those referred to on Schedule A attached hereto;
  - b. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - c. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.
2. Further Assurances. The Secured Party hereby authorizes the Grantor or the Grantor's authorized representative to record this release with the United States Patent and Trademark Office. The Secured Party further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this release.
3. Governing Law. This release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

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**IN WITNESS WHEREOF**, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

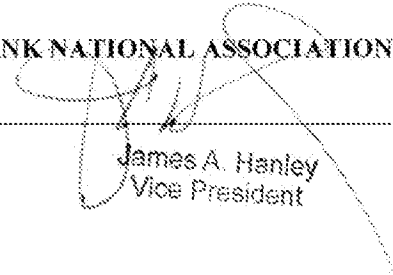
SECURED PARTY:

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name:

Title:

  
James A. Hanley  
Vice President

*[Signature Page to Termination of Trademark Security Interest for SAX ARTS & CRAFTS, INC.]*

**TRADEMARK**  
**REEL: 005050 FRAME: 0787**

**SCHEDULE A**  
**TO**  
**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

**Sax Arts & Crafts, Inc.**

<b>Mark</b>	<b>Reg. No.</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Filing Date</b>
NATURE'S IMPRESSIONS	3646434	77/598,303	30-Jun-2009	22-Oct-2008
SAX	2257283	75/525,966	29-Jun-1999	27-Jul-1998
TRUE-FLOW	1271755	73/378,143	27-Mar-1984	04-Aug-1982
VERSA TEMP	1746677	74/263,859	19-Jan-1993	08-Apr-1992
WRITE ON and Design	1262365	73/378,144	27-Dec-1983	04-Aug-1982