

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
PNC Bank		07/25/2013	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Penda Corporation
Street Address:	2344 Wisconsin Avenue
City:	Portage
State/Country:	WISCONSIN
Postal Code:	53901
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3276742	FINALLY, SMARTER SOLUTIONS IN WATER MANA
Registration Number:	1713010	HIDE A HOOK
Registration Number:	1673378	
Registration Number:	1885959	PENDA
Registration Number:	2167012	PENDA TRUCK ACCESSORIES
Registration Number:	1319282	PENDALINER
Registration Number:	1325625	PENDALINER
Registration Number:	3276549	SMARTDITCH
Registration Number:	3363215	
Serial Number:	75814735	TUFFLOCK
Registration Number:	3168412	VENTURE
Serial Number:	78595417	

CORRESPONDENCE DATA

OP \$315.00 3276742

Fax Number:

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

Phone: 2164798386
Email: rebecca.gallagher@squiresanders.com
Correspondent Name: Steven M. Auvil
Address Line 1: 127 Public Square
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	020687-00116
NAME OF SUBMITTER:	Steven M. Auvil
Signature:	/Steven M. Auvil/
Date:	07/30/2013

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of July 25, 2013 ("Effective Date") by and between PNC BANK, NATIONAL ASSOCIATION ("Grantee"), and PENDA CORPORATION, a Delaware corporation (together with its successors and assigns, "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Intellectual Property Security Agreement by and between Grantor and Grantee dated December 23, 2008 (the "Trademark Security Agreement"), Grantor granted to Grantee a security interest in all of Grantor's Trademarks (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks set forth on Schedule A attached hereto;

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Amended and Restated Revolving Credit, Term Loan, Guaranty and Security Agreement by and among Grantor, Grantee, the other Credit Parties (as defined in the Trademark Security Agreement), Durakon (as defined in the Trademark Security Agreement) and Parent (as defined in the Trademark Security Agreement) dated December 23, 2008 (the "Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Trademark and Trademark Office ("PTO") on December 29, 2008, at Reel 003910, Frame 0016; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, reassigns and releases any and all security interests, and right, title or interest, it has against the Trademarks.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, Grantor's 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), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

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

PNC BANK, NATIONAL ASSOCIATION

T Z Z H

Name: Thomas L. Hubbard

Title: V.P.

SCHEDULE A**TRADEMARKS**

Jurisdiction	Registration No. / Application No.	Mark
U.S.	3276742	FINALLY, SMARTER SOLUTIONS IN WATER MANAGEMENT
U.S.	1713010	HIDE A HOOK
U.S.	1673378	Miscellaneous design - Bedliner design with ribs for sidewall
U.S.	1885959	PENDA
U.S.	2167012	PENDA TRUCK ACCESSORIES & DESIGN
U.S.	1319282	PENDALINER
U.S.	1325625	PENDALINER & DESIGN
U.S.	3276549	SMARTDITCH
U.S.	3363215	Miscellaneous Design (RAIN DROP)
U.S.	75814735	TUFFLOCK
U.S.	3168412	VENTURE
U.S.	78595417	Water Drop Logo
Chile	725646	Cubre Pick Up Penda
Venezuela	189417	Penda
Saudi Arabia	61651	Penda
Mexico	706931	Penda
Japan	1944734	Penda
Japan	2160290	Penda
Israel	148586	Penda
Chile	672415	Penda
Canada	TMA 587214	Penda
Brazil	818965118	Penda
Argentina	1984916	Penda
Chile	441971	Penda as "Cubre Pickup Penda"
Venezuela	3599-2011	Pendaliner
Saudi Arabia	50794	Pendaliner
Mexico	706930	Pendaliner

Jurisdiction	Registration No. / Application No.	Mark
Korea	0608138	Pendaliner
Israel	148587	Pendaliner
Chile	672416	Pendaliner
Canada	TMA 511286	Pendaliner
Brazil	817278133	Pendaliner
Argentina	2002442	Pendaliner
Bolivia	69993-C	Tri-Glas
Bolivia	70017-C	Tri-Glas & Design
Brazil	819110698	Tri-Glas Logo
Venezuela	3598-2001	TUFF LINER
Saudi Arabia	69526	TUFF LINER
Mexico	703500	TUFF LINER
Canada	1092915	TUFF LINER