

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Bill of Sale		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eagle Solutions Acquisition Corp.		01/05/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	70 East 55th St, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3490883	EAGLE	
Registration Number:	3490882	EAGLE	
Registration Number:	3250276	POLYGRIND	
Registration Number:	3250291	POLYGRIND	
<b>CORRESPONDENCE DATA</b>			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-242-2400		
Email:	edl@iplawgroup.com		
Correspondent Name:	Wadley & Patterson, P.C.		
Address Line 1:	1600 Division St, Ste 500		
Address Line 4:	Nashville, TENNESSEE 37203		
<b>ATTORNEY DOCKET NUMBER:</b>	010193		
<b>NAME OF SUBMITTER:</b>	Edward D. Lanquist, Jr.		

CH \$115.00 3490883

Signature:	/Edward D. Lanquist, Jr./
Date:	07/31/2013
Total Attachments: 3 source=Foreclosure Bill of Sale#page1.tif source=Foreclosure Bill of Sale#page2.tif source=Foreclosure Bill of Sale#page3.tif	

FORECLOSURE BILL OF SALE

THIS BILL OF SALE is made and entered into as of the 5th day of January, 2010, by and between PNC BANK, NATIONAL ASSOCIATION, as attorney-in-fact for EAGLE SOLUTIONS ACQUISITION CORP. ("Seller"), and PNC BANK, NATIONAL ASSOCIATION ("Purchaser").

For the total purchase price equal to FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000) (the "Purchase Price"), and other good and valuable consideration, Seller does hereby bargain, sell, assign, transfer, deliver and quitclaim to Purchaser all of Seller's right, title and interest in and to the property described in Exhibit A attached hereto (hereinafter collectively referred to as the "Property").

Purchaser hereby acknowledges that this sale is a sale pursuant to foreclosure by Seller upon its security interest in the Property, which is owned or believed by Seller to be owned by Eagle Solutions Acquisition Corp.; that Purchaser has examined the Property; and that Purchaser, concurrently with its execution hereof, is in possession of the Property. Purchaser shall pay, and shall indemnify Seller from any liability for, any and all sales, use and other taxes, if any, payable in connection with the sale and transfer of the Property pursuant hereto and all ad valorem and other taxes assessed against the Property.

THE PROPERTY IS BEING SOLD BY SELLER AND ACCEPTED BY PURCHASER AS IS, WHERE IS, WITH ALL FAULTS AND SELLER MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE, ALL OF WHICH ARE HEREBY DISCLAIMED. IT IS INTENDED THAT THIS SALE BE WITHOUT ANY RECOURSE WHATSOEVER TO SELLER.

This Bill of Sale shall be governed in all respect by Georgia law.

*[Remainder of page intentionally left blank; signatures on following page.]*

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Signature Page to Foreclosure Bill of Sale

TRADEMARK

REEL: 005081 FRAME: 0543

EXHIBIT APERSONAL PROPERTY DESCRIPTION

The following personal property relates to the real property located at 100 Eagle Parkway, Adairsville, Georgia (the "Land"), including all improvements situated, placed or constructed upon the Land (collectively, the "Improvements"):

- (a) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities now owned or hereafter acquired by Grantor, whether or not situated in easements;
- (b) all right, title and interest of Grantor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the Uniform Commercial Code, now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land or the Improvements (collectively, the "Personalty");
- (c) all reserves, escrows or impounds owned by Grantor required under the Credit Agreement (as defined in the Security Deed)<sup>1</sup> and all deposit accounts maintained by Grantor with respect to the Property;
- (d) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (as defined in the Security Deed) a possessory interest in, or the right to use, all or any part of the Land or the Improvements, together with all related security and other deposits (collectively, the "Leases");
- (e) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Land or the Improvements;
- (f) all other agreements to which Grantor is a party, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Land or the Improvements;
- (g) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appurtenances and appurtenances appertaining to the foregoing;

<sup>1</sup> "Security Deed" or used herein shall mean the Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases (Georgia) dated as of December 9, 2004, and recorded at Deed Book 1873, Pages 535-552, Bartow County Records.

- (h) all property tax refunds;
- (i) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof;
- (j) all insurance policies, unearned premiums therefor and proceeds from such policies covering the Land or the Improvements now or hereafter acquired by Grantor; and
- (k) all of Grantor's right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation hereafter to be made by any governmental authority pertaining to any Land, Improvements or Personality.

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