

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE Canada Finance Holding Company, as Canadian Agent		07/31/2013	Unlimited Liability Company: CANADA
RECEIVING PARTY DATA			
Name:	Produits Cari-All Inc./Cari-All Products Inc.		
Street Address:	12425 Industriel Blvd.		
Internal Address:	Pointe-aux-Trembles		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H1B5M7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1306909	CARI-ALL	
Registration Number:	1598143	CARI-ALL	
Registration Number:	2793601	CARI-FLEX	
CORRESPONDENCE DATA			
Fax Number:	9194168363		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	036749-001		

OP \$90.00 1306909

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	08/01/2013

Total Attachments: 4

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July ~~31~~, 2013 ("Release"), is made by GE Canada Finance Holding Company, a Canadian unlimited liability company, as Canadian Agent ("Canadian Agent"), in favor of Produits Cari-All Inc. / Cari-All Products, Inc., a Canadian corporation ("Grantor").

**WHEREAS**, pursuant to that certain Canadian Guarantee and Security Agreement dated as of January 17, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among each Grantor party thereto and Canadian Agent, and the Trademark Security Agreement dated as of January 17, 2012 ("Trademark Security Agreement") by and among the Grantor and Canadian Agent, Grantor granted to the Canadian Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral; and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on January 30, 2012 at Reel 4707 Frame 0401.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Canadian Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Canadian Agent, on behalf of the Secured Parties, hereby:

(a) absolutely, unconditionally and irrevocably terminates (other than unasserted indemnification and expense reimbursement obligations and other provisions which by their terms would survive termination of the Credit Agreement and/or other Loan Documents) the Trademark Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Further Assurances.** Canadian Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Canadian Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

**IN WITNESS WHEREOF**, the Canadian Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Canadian Agent:

GE Canada Finance Holding Company,  
a Canadian unlimited liability company,  
as Canadian Agent

By:   
Name: ITALO FORTINO  
Title: DULY AUTHORIZED SIGNATOR


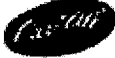

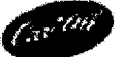
*Cari-All Trademark Release*

**TRADEMARK**  
**REEL: 005083 FRAME: 0261**

Schedule A

Trademark Registrations

1. REGISTERED TRADEMARKS

Trade-mark	Country	Status Appl and/or Reg. No	Registration or application date	Renewal Date (yy/mm/dd)	Owner
CARI-ALL Design 	Canada	Registered TMA327,144	1987/05/01	2017/05/01	Cari-All Products Inc.
CARI-ALL Design 	France	Registered 9978881	1999/04/27	2019/04/27	Cari-All Products Inc.
CARI-ALL & Design 	U.S.A.	Registered 1,306,909	1984/11/27	2014/11/27	Cari-All Products Inc.
CARI-ALL & Design 	U.S.A.	Registered 1,598,143	1990/05/29	2020/05/29	Cari-All Products Inc.
CARI-ALL 	Canada	Registered TMA411,616	1993/04/30	2023/04/30	Cari-All Products Inc.
CARI-ALL & Design 	Benelux	Registered 528063	Date of availability to public: 1993/10/01	2012/11/20	Cari-All Products Inc.

Trade-mark	Country	Status Appland/or Reg. No	Registration or application date	Renewal Date (yy/mm/dd)	Owner
CARI-ALL	European Community	Registered 004826376	2006/11/23	2016/01/10	Cari-All Products Inc.
CARI-ALL Design <i>Cari-All</i>	Canada	Registered TMA127,783	1962/08/31	2022/08/31	Cari-All Products Inc.
CARI-LOCK	Canada	Registered TMA326,895	1987/05/01	2017/05/01	Cari-All Products Inc.
CARI-FLEX	Canada	Registered TMA579,292	2003/04/09	2018/04/09	Cari-All Products Inc.
CARI-FLEX	U.S.A.	Registered 2,793,601	2003/12/16	2013/12/16	Cari-All Products Inc.

2. TRADEMARK APPLICATIONS

Nil.

3. IP LICENSES

Nil.