

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
Prudential Insurance Company of America, as the Collateral agent		03/31/2010	Mutual Insurance: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Aaron Industries, Inc.		
Street Address:	Hwy 76		
City:	East Clinton		
State/Country:	NEW JERSEY		
Postal Code:	29325		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2044940	ISO-BLU	
Registration Number:	1762389	AARON BRANDS LABORATORY TESTED QUALITY G	
Registration Number:	4265632	AH AARONHEALTH KIDS	
Registration Number:	4265631	AH AARONHEALTH	
CORRESPONDENCE DATA			
Fax Number:	8046982007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	804-775-1071		
Email:	rvance@mcguirewoods.com		
Correspondent Name:	Robin C. Vance		
Address Line 1:	901 E. Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2054202-0022		

OP \$1115.00 2044940

NAME OF SUBMITTER:	Robin C. Vance
Signature:	/Robin C. Vance/
Date:	08/22/2013
<p>Total Attachments: 6</p> <p>source=SECURITY RELEASE#page1.tif</p> <p>source=SECURITY RELEASE#page2.tif</p> <p>source=SECURITY RELEASE#page3.tif</p> <p>source=SECURITY RELEASE#page4.tif</p> <p>source=SECURITY RELEASE#page5.tif</p> <p>source=SECURITY RELEASE#page6.tif</p>	

March 31, 2010

Aaron Industries, Inc. (the "Borrower")
28966 Highway 76 East
Clinton, SC 29325
Attention: David Meek, Chief Financial Officer

Re: Senior Note Agreement dated as of March 31, 2006 (the "Senior Note Agreement"), relating to the issuance of \$20,500,000 8.75% Senior Secured Term Notes due March 31, 2011 (the "Term Notes"), and \$18,000,000 Senior Secured Revolving Credit Notes due March 31, 2011 (together with the Term Notes, collectively, the "Senior Notes"), among Aaron Industries, Inc. (the "Borrower"), The Prudential Insurance Company of America ("Prudential"), Pruco Life Insurance Company ("Pruco"), and Ferry Street I LLC ("Ferry Street", and together with Prudential and Pruco, collectively, the "Senior Noteholders").

Ladies and Gentlemen:

Reference is made to the Senior Note Agreement. Each Senior Noteholder understands that on April 1, 2010 (the "Payoff Date") the Borrower will cause all indebtedness and other obligations of the Borrower and its subsidiaries to such Senior Noteholder owing under the Senior Note Agreement and the other Financing Documents, as defined in the Senior Note Agreement (collectively, the "Existing Credit Documents"), including, without limitation, all principal, accrued interest, prepayment premiums, expenses and fees, to be repaid in full.

Upon the receipt by each Senior Noteholder by 3:00 p.m., New York, New York time at the location set forth below of the total of the amounts set forth below (the "Payoff Amounts"), to be credited on the Payoff Date to the accounts specified below, all in immediately available funds, each Senior Noteholder agrees that:

- (i) all obligations of the Borrower and its subsidiaries under the Existing Credit Documents, including, without limitation, principal, accrued interest, make-whole amounts, expenses and fees, shall be satisfied in full (except for any obligations under the Existing Credit Documents that expressly survive such termination),
- (ii) the Existing Credit Documents shall be terminated in accordance with their respective terms (except for any terms of the Existing Credit Documents that expressly survive such termination),
- (iii) the guarantees provided under the Existing Credit Documents shall be terminated in accordance with their respective terms and have no further force or effect (except for any terms thereof that expressly survive such termination),

- (iv) any security interest or lien granted to such Senior Noteholder in the personal property or real property of the Borrower and/or any of its subsidiaries securing amounts evidenced by the Existing Credit Documents shall automatically terminate in accordance with their respective terms and have no further force or effect,
- (v) it shall deliver to the Borrower such UCC-3 termination statements, as the Borrower may reasonably request in connection with such termination, and
- (vi) it shall give e-mail authorization to the Borrower or its designated agent to file such UCC-3 termination statements.

The Payoff Amounts are as follows:

(A) for Prudential:

Payoff Amount for the Senior Notes held by Prudential:	\$21,732,070.67
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Prudential hereby instructs the Borrower to pay or cause to be paid the Payoff Amount due to it by wire transfer of immediately available same day funds to the following account in accordance with the following wire transfer instructions:

Bank:	JP Morgan Chase Bank
	New York, NY
ABA#:	021-000-021
Account #:	P86188
Account Name:	Prudential Managed Portfolio
Ref:	Aaron Industries

(B) for Pruco:

Payoff Amount for the Senior Notes held by Pruco:	\$1,660,271.70
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Pruco hereby instructs the Borrower to pay or cause to be paid the Payoff Amount due to it by wire transfer of immediately available same day funds to the following account in accordance with the following wire transfer instructions:

Bank:	JP Morgan Chase Bank
	New York, NY
ABA#:	021-000-021
Account #:	P86192

Account Name: **Pruco Life Private Placement**
Ref: **Aaron Industries**

(C) for Ferry Street:

Payoff Amount for the Senior Notes
held by Ferry Street: \$10,024,782.07

Ferry Street hereby instructs the Borrower to pay or cause to be paid the Payoff Amount due to it by wire transfer of immediately available same day funds to the following account in accordance with the following wire transfer instructions:

Bank: **The Bank of New York Mellon**
New York, NY
ABA#: **021-000-018**
Account #: **211551**
Account Name: **Ferry Street I LLC for further credit to Account**
No. 153668
Ref: **Aaron Industries**

(D) for Bingham McCutchen, LLP ("Bingham"), counsel for the Senior Noteholders:

Payoff Amount due to Bingham: \$18,275.15

The Senior Noteholders hereby instruct the Borrower to pay or cause to be paid the Payoff Amount due to Bingham by wire transfer of immediately available same day funds to the following account in accordance with the following wire transfer instructions:

Bank: **Bank of America**
Boston, MA
ABA#: **0260-0959-3**
Account #: **00405-17005**
Account Name: **Bingham McCutchen LLP**
Ref: **0711621/0000318369; 14004**

The undersigned acknowledges and agrees that, upon payment of the Payoff Amounts in accordance with the preceding paragraphs, (a) the obligations and liabilities of the Borrower under the Existing Credit Documents shall be satisfied and discharged in full, except to the extent they expressly survive by the terms of such documents, and all persons obligated thereon, whether by guaranty or otherwise, shall be released from all liability therefor, (b) all of the security interests, liens and other encumbrances, if any, in favor of the Senior Noteholders on all real, personal and intellectual property of the Borrower and its subsidiaries or guarantors shall be

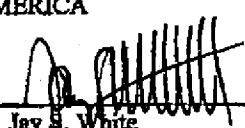
automatically terminated without the need for further action and (c) the Borrower, or their respective legal counsel, shall be authorized to file or cause to be filed all termination statements and other documents necessary to terminate all instruments of record with respect to such security interests, liens or other encumbrances, if any. The undersigned agrees to provide to the Borrower, at Borrower's reasonable request and expense, such further release and termination documents to effect the foregoing.

This letter agreement (a) shall be governed by and shall be construed and enforced in accordance with the laws of the State of New York and (b) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated, except in writing signed by each party.

This letter may be executed in any number of counterparts, and telecopied signatures shall be enforceable as originals. Your signature below shall evidence your agreement with the foregoing.

Very truly yours,

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

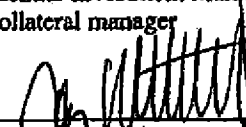
By: 
Name: Jay S. White
Title: Senior Vice President

PRUCO LIFE INSURANCE COMPANY

By: 
Name: Jay S. White
Title: Assistant Vice President

FERRY STREET I LLC

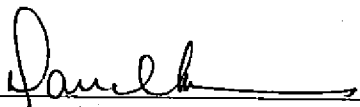
By: Prudential Investment Management, Inc.,
as collateral manager

By: 
Name: Jay S. White
Title: Senior Vice President

[Signature page to Prudential Senior Payoff Letter - Aaron Industries, Inc.]

Accepted and Agreed to:

AARON INDUSTRIES, INC.,
as the Borrower

By: 
Name: DAVID C. MECK
Title: CFO

[Signature page to Prudential Senior Payoff Letter - Aaron Industries, Inc.]