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 | |
|---|----------|----------------|-----------------------|--|
| General Electric Capital Corporation, as Administrative | | 10/07/2013 | CORPORATION: DELAWARE | |
| Agent | | | | |

RECEIVING PARTY DATA

| Name: | Protective Industries, Inc. | | |
|-----------------|-----------------------------|--|--|
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | CORPORATION: DELAWARE | | |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------|
| Registration Number: | 3031425 | NIAGARA CAPS & PLUGS |
| Registration Number: | 3666187 | FLEX500 |
| Registration Number: | 2706931 | MINITHERM |
| Registration Number: | 0682667 | NIAGARA |
| Registration Number: | 2820339 | CLEARVIEW |
| Serial Number: | 77924960 | LUMIN8 |
| Registration Number: | 1209734 | CAPLUGS |
| Registration Number: | 1004836 | SLEEVE-WEB |
| Registration Number: | 1424646 | MOKON |
| Serial Number: | 85771430 | ULTRABAKE |
| Serial Number: | 85730967 | SHERCON |

CORRESPONDENCE DATA

TRADEMARK REEL: 005126 FRAME: 0728

Fax Number: 3129021061

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

via US Mail.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

| ATTORNEY DOCKET NUMBER: | 207170-429 |
|-------------------------|--------------|
| NAME OF SUBMITTER: | Oscar Ruiz |
| Signature: | /Oscar Ruiz/ |
| Date: | 10/07/2013 |

Total Attachments: 3

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> TRADEMARK REEL: 005126 FRAME: 0729

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 7, 2013, by GENERAL ELECTRIC CAPITAL CORPORATION ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Protective Industries, Inc., a Delaware corporation ("<u>Grantor</u>") and Secured Party were parties to that certain (i) Trademark Security Agreement dated as of May 23, 2011 (the "<u>2011 Security Agreement</u>"), and (ii) Trademark Security Agreement dated as of November 30, 2012 (the "<u>2012 Security Agreement</u>"), in each case, pursuant to which Grantor granted a security interest to Secured Party in certain trademarks ("<u>Trademarks</u>") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on <u>Schedule 1</u> hereto;

WHEREAS, (i) the 2011 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 23, 2011, at Reel 004546, Frame 0436 and (ii) the 2012 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 30, 2012, at Reel 004910, Frame 0111;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):
 - (i) all of Grantor's Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; and
 - (ii) all renewals and extensions of the foregoing;
 - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

TRADEMARK
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IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION

By: Name:

Title:

Trademark Release and Reassignment

SCHEDULE 1

Trademark Registrations and Applications

| Owner | Trademark | Jurisdiction | Application | Application | Registration | Registration |
|----------------------|--------------|--------------|-------------|-------------|--------------|--------------|
| | | | # | Date | # | Date |
| Protective | NIAGARA | USA | 78/328,424 | 11/14/2003 | 3,031,425 | 12/20/2005 |
| Industries, | CAPS & | 1 | | | | |
| Inc. f/k/a | PLUGS | | | | | |
| Shoreview, | | | | | | |
| PI., Inc. | WY WWY #66 | 7.5 | 55/604.065 | 10/0/0000 | 0.666.107 | 0/11/2000 |
| Protective | FLEX 500 | USA | 77/624,867 | 12/2/2008 | 3,666,187 | 8/11/2009 |
| Industries, | | | | | | |
| Inc. | A CD HOWEN | T 70 A | 56/404 660 | 6/04/0000 | 2.706.021 | 4/15/2003 |
| Protective | MINITHERM | USA | 76/424,662 | 6/24/2002 | 2,706,931 | 4/15/2003 |
| Industries, | | | | | | |
| Inc. f/k/a | | | | | | |
| Shoreview, | | | | | | |
| PI., Inc. Protective | NIAGARA | USA | 72/062,595 | 11/17/1958 | 682,667 | 7/28/1959 |
| Industries, | NIAGAKA | USA | 12/002,393 | 11/1//1936 | 002,007 | 1/20/1737 |
| Inc. f/k/a | | | | | | |
| Shoreview, | | | | | | |
| PI., Inc. | | | | | | |
| Protective | CLEARVIEW | USA | 76/439,573 | 8/12/2002 | 2,820,339 | 3/2/2004 |
| Industries, | CLEARVIEW | | 70/457,575 | 0/12/2002 | 2,020,337 | 3/2/2001 |
| Inc. f/k/a | | | | | | |
| Shoreview, | | | | | | |
| PI., Inc. | | | | | | |
| Protective | LUMIN8 | USA | 77/924,960 | 2/1/2010 | Under | N/A |
| Industries, | | | , | | Examination | |
| Inc. | | | | | | |
| Protective | CAPLUGS | USA | 73/265,115 | 6/5/1980 | 1,209,734 | 9/21/1982 |
| Industries, | | | | | | |
| Inc. f/k/a | | | | | | |
| Shoreview, | | | | | | |
| PI., Inc. | | | | | | |
| Protective | SLEEVE WEB | USA | 73/023,533 | 6/6/1974 | 1,004,836 | 2/18/1975 |
| Industries, | | | | | | |
| Inc. f/k/a | | | | | | |
| Shoreview, | | | | | | |
| PI., Inc. | | | | | 1 12 1 5 1 5 | 4/10/1005 |
| Protective | MOKON | USA | 73/565,245 | 10/28/1985 | 1,424,646 | 1/13/1987 |
| Industries, | | | | | | |
| Inc. f/k/a | | | | | | |
| Shoreview, | | | | | | |
| PI., Inc. | III TO ADARC | TICA | 95771420 | 11/5/12 | N/A | N/A |
| Protective | ULTRABAKE | USA | 85771430 | 11/3/12 | IN/A | IN/A |
| Industries, | | | | | | |
| Inc. Protective | SHERCON | USA | 85730967 | 9/17/12 | N/A | N/A |
| Industries, | SHERCON | USA | 03/3070/ | 7/1//14 | 14/71 | 14/1 |
| Industries, Inc. | | | | | | |
| 1110. | | | | | | L |

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RECORDED: 10/07/2013