

MRD 10/18/13 RE 103662953

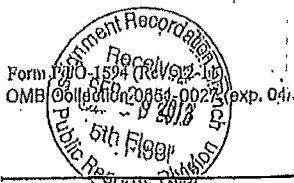
MRD 9-20-13

10/21/2013



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
PNC BANK, NATIONAL ASSOCIATION

- Individual(s)
- Partnership
- Corporation- State:
- Other: Bank

Citizenship (see guidelines) Nat'l Banking Assoc

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 08/29/2013

- Assignment
- Security Agreement
- Other: Termination & Release of Security A

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: SPG INTERNATIONAL LLC

Street Address: 11230 Harland Drive

City: Covington Attn: Steve Darnell

State: Georgia

Country: USA Zip: 30034

Individual(s) Citizenship

Association Citizenship

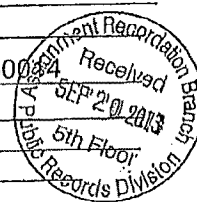
Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other: LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s) Text B. Trademark Registration No.(s)
824438; 1106109; 1994374; 1662607; 1024667; 1434777; 2895580;

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bradley E. Wahl

Internal Address:

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: Georgia Zip: 30363

Phone Number: 404-322-6260

Docket Number:

Email Address:

9. Signature: [Signature]

Signature

Bradley E. Wahl

Name of Person Signing

08/29/2013

Date

6. Total number of applications and registrations involved: 47

7. Total fee (37 CFR 2.0(b)(6) & 3.41) \$ \$1,190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 09/24/2013 KNGUYENI 02000826 1196109

Authorized User Name: FC:ASE21 40.00 DP
1150.00 DP

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (877) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Ctry.	Filing Date	Filing No.	Registration Date	Registration No.	Registered Owner
AIRECTOR	US	04-21-1966	72/243,991	02-21-1967	824,438	SPG International LLC
AMCO	CA	11-02-1979	0446239	06-20-1980	TMA246805	SPG International LLC
AMCO	US	10-31-1979	73/237,355	05-25-1982	1,196,109	SPG International LLC
AMCO	US	08-20-2006	74/515,647	08-20-1996	1,994,374	SPG International LLC
AMCO II	US	12-21-1990	74/126,384	10-29-1991	1,662,507	SPG International LLC
AMCOAT	US	10-31-1973	73/005,083	11-11-1975	1,024,667	SPG International LLC
AMTRAX	US	08-29-1986	73/617,296	03-31-1987	1,434,777	SPG International LLC
BUTTON-ON	US	06-11-2002	76/419,270	03-11-2003	2,695,580	SPG International LLC
COILGARD	US	06-20-2002	76,423,428	04-08-2003	2,704,456	SPG International LLC
CONTAINMOBILE	US	06-24-2002	76/424,493	06-24-2002	2,728,910	SPG International LLC
CUPL-UP	US	06-11-2002	76/420,432	03-18-2003	2,697,765	SPG International LLC
ESSENTIALS BY AMCO	US	07-16-1991	74/185,626	01-26-1993	1,749,140	SPG International LLC
E-Z GLIDE	US	06-12-2002	76/420,711	10-19-2004	2,894,181	SPG International LLC
FLA TPAK	US	06-11-2002	76/419,524	06-24-2003	2,728,888	SPG International LLC
FRAME-UP	US	6-12-2002	76/419,766	03-11-2003	2,695,590	SPG International LLC
FREEDOM IN EFFICIENCY	US	02-16-2006	77/109,789	08-04-2009	3,664,078	SPG International LLC

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Trademark	Ctry.	Filing Date	Filing No.	Registration Date	Registration No.	Registered Owner
FREESTYLE	US	12-18-2001	76/349,741	08-19-2003	2,754,079	SPG International LLC
GOLDBOND	US	04-23-1991	74/160,418	12-31-1991	1,670,285	SPG International LLC
GREY BOND	US	09-15-2004	78/483,829	11-28-2006	3,176,035	SPG International LLC
HI-DRUM	US	06-11-2002	76/419,522	03-11-2003	2,695,585	SPG International LLC
HI-FRAME	US	06-24-2002	76/424,610	03-25-2003	2,700,191	SPG International LLC
HODGES	US	03-24-1998	75/456,217	03-25-2000	2,344,472	SPG International LLC
ISS	US	04-15-1998	75/468,534	09-28-1999	2,280,945	SPG International LLC
ISS SHELVING AND DESIGN	US	12-30-1997	413,448	04-06-1999	36,660	SPG International LLC
JARKE	US	08-27-2002	78/158,258	07-20-2004	2,864,783	SPG International LLC
KANGAROO AND DESIGN	US	08-27-2002	78/158,300	01-13-2004	2,804,781	SPG International LLC
LEVELIFT	US	06-20-2002	76/423,426	07-08-2003	2,734,326	SPG International LLC
MINI-MODULE	US	06-11-2002	76/419,523	02-25-2003	2,690,831	SPG International LLC
MINITREE	US	06-12-2002	76/419,769	03-11-2003	2,695,591	SPG International LLC
MOD A FLEX	US	03-14-1994	74/500,299	03-14-1995	1,883,621	SPG International LLC
PLASTEEL	US	10-19-1987	73/690,680	07-26-1988	1,497,766	SPG International LLC
PLASTIC PLUS	US	05-12-1997	75/189,763	09-22-1998	2,191,552	SPG International LLC
POLYGARD	US	12-13-1979	73/242,743	02-01-1983	1,225,623	SPG International LLC
QUIKTIER	US	06-20-2002	76/423,429	04-29-2003	2,711,218	SPG International LLC
QUIKTREE	US	10-06-1980	73/280,446	02-09-1982	1,189,106	SPG International LLC

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Trademark	Ctry.	Filing Date	Filing No.	Registration Date	Registration No.	Registered Owner
SHELVING BY THE INCH	US	11-18-1993	74/459,522	10-03-1995	1,924,641	SPG International LLC
SMART SHELF	US	05-21-2003	78/252,676	06-26-2007	3,256,846	SPG International LLC
STACK RAIL	US	09-07-2005	78/708,016	11-11-2008	3,532,476	SPG International LLC
STACKMASTER AND DESIGN	US	04-11-1973	72/454,206	07-16-1974	988,395	SPG International LLC
STEEL SENTRY	US	02-19-2002	76/372,454	02-24-2004	2,818,053	SPG International LLC
STEELTREE	US	04-02-2002	76/389,785	07-01-2003	2,731,564	SPG International LLC
TAKE 10	US	03-09-1981	73/300,194	06-22-1982	1,198,769	SPG International LLC
TRI-DUM	US	06-11-2002	76/419,272	03-11-2003	2,695,581	SPG International LLC
ULTRA DENSITY	US	07-18-1997	75/326,935	05-25-1999	2,248,224	SPG International LLC
UNIVERSAL	US	12-18-2003	78/343,085	01-09-2007	3,195,607	SPG International LLC
UTILITIER	US	06-12-2002	76/420,710	05-27-2003	2,719,024	SPG International LLC
X-CHANGE	US	07-22-1999	75,759,215	01-09-2001	2,420,117	SPG International LLC
RESPACE	US	08-28-1997	75/348,630	08-03-1999	2,266,185	SPG International LLC

Common Law Mark

Sellers failed to renew the registered trademark "Respace" (Reg. No. 2,266,185) when due. Sellers have assigned to SPG International LLC whatever common law right, title and interest they may have in and to that trademark and the goodwill of the business symbolized by such trademark pursuant to an Assignment of Trademark dated September 3, 2010. The mark was cancelled on March 7, 2010.

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of August 29, 2013, and made by PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders ("Grantee") to SPG INTERNATIONAL LLC, a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of September 7, 2010 made by Grantors in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantors to Grantee in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 8, 2010, at Reel 4274 and Frame 0498; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

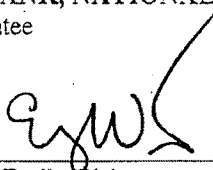
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest in, to and under the following: (a) all of the Grantors' trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule A hereto; (b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and (c) all products and proceeds of the foregoing, including any claim by Grantors against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates releases and discharges its security interest in the Trademark Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademark Collateral.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,
as Grantee

By: 
Name: Emily Webster
Title: Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks]