

TRADEMARK ASSIGNMENT
12/04/2013



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Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks <i>R/F 4282/0398</i>

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		11/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Laboratory Tops, Inc.
Street Address:	13413 Galleria Circle
Internal Address:	Suite 200
City:	Austin
State/Country:	TEXAS
Postal Code:	78738
Entity Type:	CORPORATION: DELAWARE

Name:	The Durcon Company
Street Address:	13413 Galleria Circle
Internal Address:	Suite 200
City:	Austin
State/Country:	TEXAS
Postal Code:	78738
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4218159	COUNTERTOPS FOR LIFE
Registration Number:	2093266	DURCON
Registration Number:	2093273	DURCON
Registration Number:	4094244	DURCON INCORPORATED
Registration Number:	3972316	E DURCON ELEMENTS COUNTERTOPS FOR LIFE
Registration Number:	3862649	ELEMENTS

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Registration Number:	4246304	ELEMENTS BY DURCON
Registration Number:	4042559	ELEMENTS PUR
Registration Number:	4042558	ELEMENTS TI
Registration Number:	4042557	ELEMENTS UNLIMITED
Registration Number:	3921263	GREENSTONE
Registration Number:	4032106	HOT SILK FINISH
Registration Number:	2167477	LABTOPS
Registration Number:	1994281	LABORATORY TOPS, INC.

CORRESPONDENCE DATA

Fax Number: 2129096836
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Brandon C. Gruner, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24462-1203
NAME OF SUBMITTER:	Brandon C. Gruner
Signature:	/Brandon C. Gruner/
Date:	11/11/2013

Total Attachments: 6
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EXECUTION VERSION**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of November 8, 2013, from General Electric Capital Corporation, a Delaware corporation, as administrative agent (the "Agent") under the Credit Agreement (as hereinafter defined), to Laboratory Tops, Inc., a Delaware corporation ("LabTops"); Durcon Laboratory Tops Holdings, Inc., a Delaware corporation, Laboratory Acquisition Co., a Delaware corporation, Durcon Acquisition Co., a Delaware corporation, The Durcon Company, a Michigan corporation ("Durcon") and, together with LabTops, the "Grantors") and the other Credit Parties from time to time party thereto (each a "Credit Party" and collectively, the "Credit Parties"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of September 20, 2010, among the Credit Parties, the financial institutions from time to time party thereto as lenders and the Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Guaranty and Security Agreement (as defined below) or the Trademark Security Agreements (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of September 20, 2010, made by the Credit Parties in favor of the Agent (as amended, supplemented or otherwise modified from time to time; the "Guaranty and Security Agreement") and the Trademark Security Agreements, dated as of September 20, 2010, executed by the Grantors (the "Trademark Security Agreements" and, together with the Credit Agreement and the Guaranty and Security Agreement, the "Security Documents"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in, *inter alia*, the Trademark Collateral (as defined below); and

WHEREAS, the Trademark Security Agreements were recorded in the Trademark Division of the United States Patent and Trademark Office on September 21, 2010, at Reel 4282, Frame 0398 and at Reel 4282, Frame 0420; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities (other than those that by their terms specifically survive termination) secured by the Collateral (including the Trademark Collateral) pursuant to the Security Documents, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states and agrees as follows:

1. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean (a) all of each Grantor's Trademarks and all IP licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto; (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (d) 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. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Collateral Trademark Collateral under the Security Documents shall hereby cease and become void.


3. Further Assurances: At any time and from time to time, upon the written request of any Grantor, the Agent shall, for the purpose of rendering effective the release of Security Interest contemplated hereby, promptly and duly execute and deliver to such Grantor, and, where applicable, have recorded, such other documents (including but not limited to releases and Uniform Commercial Code termination statements) and take such further action necessary or appropriate for the release of such Security Interest.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: 
Name: Craig Gallegher
Title: Duly Authorized Signatory

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

SCHEDULE IU.S. Trademarks

Trademark	Country	Owner	AppNo	FileDate	RegNo	RegDate
COUNTERTOPS FOR LIFE	U.S.	Laboratory Tops, Inc.	77/796588	8/4/2009	4,218,159	10/2/2012
DURCON	U.S.	The Durcon Company	75/186323	10/17/1996	2,093,266	9/2/1997
DURCON (& design)	U.S.	The Durcon Company	75/187344	10/25/1996	2,093,273	9/2/1997
DURCON INCORPORATED	U.S.	Laboratory Tops, Inc.	85/009789	4/8/2010	4,094,244	1/31/2012
E DURCON ELEMENTS COUNTERTOPS FOR LIFE (& design)	U.S.	Laboratory Tops, Inc.	77/796848	8/4/2009	3,972,316	6/7/2011
ELEMENTS	U.S.	Laboratory Tops, Inc.	77/796671	8/4/2009	3,862,649	10/19/2010
ELEMENTS BY DURCON	U.S.	Laboratory Tops, Inc.	77/796864	8/4/2009	4,246,304	11/20/2012
ELEMENTS PUR	U.S.	Laboratory Tops, Inc.	77/796942	8/4/2009	4,042,559	10/18/2011
ELEMENTS TI	U.S.	Laboratory Tops, Inc.	77/796929	8/4/2009	4,042,558	10/18/2011
ELEMENTS UNLIMITED	U.S.	Laboratory Tops, Inc.	77/796878	8/4/2009	4,042,557	10/18/2011
GREENSTONE	U.S.	Laboratory Tops, Inc.	77/484304	5/27/2008	3,921,263	2/15/2011
HOT SILK FINISH	U.S.	Laboratory Tops, Inc.	77/796299	8/4/2009	4,032,106	9/27/2011
LABTOPS	U.S.	Laboratory Tops, Inc.	75/291511	5/13/1997	2167477	6/23/1998
LABORATORY TOPS, INC.	U.S.	Laboratory Tops, Inc.	74/342405	12/22/1992	1,994,281	8/20/1996


Non-U.S. Trademarks

Trademark	Country	Reg./ (App.) Number	Reg./ (App.) Date
DURCON	Argentina	2334929	9 Dec. 2009
CONTOURA	China	6813985	30 June 2008
CONTOURATOP	U.K.	2123639	13 Mar. 1998
LABTOPS	U.K.	2123641	2 Jan. 2000
CONTOURA TOP	China	3463539	14 July 2004
LABORATORYTOPS	China	3463549	21 Feb. 2003

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Trademark	Country	Reg./ (App.) Number	Reg./ (App.) Date
DURCON	Argentina	1699387	02-Nov-1998
DURCON	Australia	962002	08-Mar-2004
DURCON	Brazil	820285358	23-Nov-1999
DURCON	Canada	TMA640,140	19-May-2005
DURCON	Chile	511661	06-May-1998
DURCON	China, People's Republic	1212365	07-Oct-1998
DURCON	China, People's Republic	1211292	28-Sep-1998
DURCON	Egypt	151778	15-Feb-2006
DURCON	Egypt	151777	15-Feb-2006
DURCON	European Community	400879	16-Dec-1998
DURCON	India	1035878	01-Feb-2007
DURCON	India	1035879	03-Jan-2008
DURCON	Indonesia	426172	30-Mar-1999
DURCON	Indonesia	426171	31-Mar-1999
DURCON	Japan	4314452	10-Sep-1999
DURCON	Jordan	72744	10-Jun-2004
DURCON	Jordan	72745	10-Jun-2004
DURCON	Kazakhstan	15986	14-Nov-2003
DURCON	Malaysia	9612437	12-Jun-2000
DURCON	Malaysia	9612438	30-Aug-2002
DURCON	Mexico	559865	29-Sep-1997
DURCON	Mexico	703872	26-Jun-2001
DURCON	New Zealand	684035	05-Feb-2004
DURCON	New Zealand	684036	05-Feb-2004
DURCON	Paraguay	315332	23-Nov-1998
DURCON	Paraguay	209040	24-Nov-1998

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Trademark	Country	Reg./App. Number	Reg./App. Date
DURCON	Poland	117374	30-Aug-2000
DURCON	Russian Federation	268501	12-May-2004
DURCON	Saudi Arabia	579/39	28-Jul-2001
DURCON	Singapore	T96/12596C	21-Nov-1996
DURCON	Singapore	T96/12597A	21-Nov-1999
DURCON	Taiwan	861131	01-Aug-1999
DURCON	Thailand	Kor118444	22-Oct-1999
DURCON	Uruguay	309318	15-Jun-1998
DURCON	Venezuela	0 (Class 20)	12-Oct-2003
DURCON	Venezuela	0 (Class 11)	12-Oct-2003
LOGO	Thailand	Kor126687	22-Oct-1999
ELEMENTS	Canada	(1,451,726)	(08-Sep-2009)
HOT SILK FINISH	Canada	(1,451,727)	(08-Sep-2009)
DURCON	China, People's Republic	(8201362)	(13-Apr-2010)
LABTOPS	China, People's Republic	3463548	14-Jul-2004
LABTOPS & Design 	China, People's Republic	3502482	07-Sep-2004

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