# OP \$40.00 3763905

ETAS ID: TM302548

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Manufacturers and Traders Trust Company		04/24/2014	CORPORATION: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	LVI Services Inc.
Street Address:	150 W. 30th Street
Internal Address:	8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	3763905	FLAGSHIPPDG	

#### **CORRESPONDENCE DATA**

**Fax Number:** 4048817777

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

US Mail.

**Phone:** 404-881-4257

Email: angie.wicker@alston.com

Correspondent Name: Laura Kees

Address Line 1: 1201 West Peachtree Street Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	052988/417382
NAME OF SUBMITTER:	Laura Kees
SIGNATURE:	/Laura Kees/
DATE SIGNED:	04/24/2014

#### **Total Attachments: 5**

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# TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This TERMINATION AND RELEASE is made as of April 24, 2014 by MANUFACTURERS AND TRADERS TRUST COMPANY, as Agent for the First Lien Lenders ("*Grantee*") to LVI SERVICES INC., a Delaware corporation (the "*Grantor*").

#### WITNESSETH:

WHEREAS, pursuant to that certain Grant of Security Interest in Patents and Trademarks dated as of September 7, 2012 (the "*Patent and Trademark Security Agreement*"), by and between the Grantor and Grantee, the Grantor granted a security interest to the Grantee in certain Collateral (as defined in the Security Agreement), including the Trademarks set forth on Exhibit A thereto and the Patents set forth on Exhibit B thereto, respectively (collectively, the "*Patent and Trademark Collateral*"); and

WHEREAS, Grantee recorded the Patent and Trademark Security Agreement in the Assignment Division of the United States Patent and Trademark Office on September 7, 2012 at Reel 4857, Frame 0308; and

WHEREAS, the Grantee has agreed to release its security interest in the Patent and Trademark Collateral, and to re-convey to Grantor any and all rights held by the Grantee in and to the Patent and Trademark Collateral.

NOW THEREFORE, in consideration for the premises and other good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent and Trademark Collateral pursuant to the Security Agreement (as that term is defined in the Patent and Trademark Security Agreement), the receipt and sufficiency of which are hereby acknowledged:

- 1. Grantee hereby terminates, releases and discharges its security interest in and to the Patent and Trademark Collateral, including, without limitation the Trademarks set forth on Exhibit A hereto and the Patents set forth on Exhibit B hereto, and all of the rights, title and interest in and to the Patent and Trademark Collateral originally granted to Grantee pursuant to the Patent and Trademark Security Agreement shall hereby cease and become void.
- 2. Grantee, to the extent granted in the Patent and Trademark Security Agreement, hereby assigns, grants and otherwise re-conveys to Grantor, without any representation, recourse or undertaking by Grantee, any and all of its right, title and interest in and to the Patent Trademark Collateral and all goodwill associated therewith originally granted to Grantee pursuant to the Patent and Trademark Security Agreement.
- 3. Upon the request of Grantor, Grantee further agrees to execute all documents necessary to demonstrate and confirm the parties' intent under this Termination and Release of Grant of Security Interest in of Patents and Trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release to be duly executed as of the date first written above.

**GRANTOR:** 

LVI SERVICES INC.

Name: Title:

PAUL S. CUTRONE

VICE PRESIDENT

# **GRANTEE:**

MANUFACTURERS AND TRADERS TRUST COMPANY

By:\_\_\_ Name:

Title:

#### **EXHIBIT A**

#### **TRADEMARKS**

Mark	Registration Number	Registration Date
FLAGSHIPPDG	3763905	March 23, 2010

# TRADEMARK APPLICATIONS

None.

#### TRADEMARK LICENSES

None.

Exhibit A - Page 1

#### **EXHIBIT B**

# **PATENTS**

# REGISTERED PATENTS

None.

# PATENT APPLICATIONS

None.

#### **PATENT LICENSES**

<u>Assignee</u>	<u>Patent</u>	Serial No. <u>Filing Date</u>	Patent No. <u>Issue Date</u>
W. R. Grace &	Composition and	08/721,853	5,741,358
CoConn	method to remove asbestos	September 27, 1996	April 21, 1998
	Corrosion inhibiting compositon for treating asbestos containing materials		
W. R. Grace & CoConn	Composition and method to remove asbestos	08/721,857 September 27, 1996	5,743,841 April 28, 1998
	Foam composition for treating asbestos-containing materials and method of using same		
W. R. Grace & CoConn	Composition and method to remove asbestos.	08/721,854 September 27, 1996	5,753,031 May 19, 1998
W. R. Grace &	Composition and	08/721,856	5,753,032
CoConn	method to remove asbestos.	September 27, 1996	May 19, 1998
W. R. Grace & CoConn	Composition and method to remove asbestos.	08/721,858 September 27, 1996	5,753,033 May 19, 1998
W. R. Grace & CoConn	Composition and method to remove asbestos.	08/721,863 September 27, 1996	5,753,034 May 19, 1998
W. R. Grace & CoConn	Composition and method to remove asbestos.	08/721,859 September 27, 1996	5,753,035 May 19, 1998

Exhibit B - Page 1

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RECORDED: 04/24/2014