

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307779

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT		06/16/2014	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	PHILLIPS PLASTICS CORPORATION
Street Address:	SEVEN LONG LAKE DRIVE
City:	PHILLIPS
State/Country:	WISCONSIN
Postal Code:	54555
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77829645	VUECOAT
Registration Number:	3332902	ALTERFORM
Registration Number:	3176288	
Registration Number:	2459893	
Registration Number:	3173398	GREASE-STOP
Registration Number:	3284734	GREASE-STOP COMBO
Registration Number:	3406083	GREASE-STOP SOLO
Registration Number:	2435446	ORIGEN
Registration Number:	3137859	PHILLIPS
Registration Number:	3119146	PHILLIPS PLASTICS CORPORATION
Registration Number:	3625558	TOTAL SOLUTIONS FROM DESIGN THROUGH DIST

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2125305175

Email: jmarkham@milbank.com

Correspondent Name: Jordan P. Markham

TRADEMARK

Address Line 1: 1 Chase Manhattan Plaza
Address Line 2: Milbank Tweed
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 30045.60601

NAME OF SUBMITTER: Jordan P. Markham

SIGNATURE: /Jordan P. Markham/

DATE SIGNED: 06/16/2014

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 16, 2014, by GENERAL ELECTRIC CAPITAL CORPORATION, as Agent (“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, PHILLIPS PLASTICS CORPORATION, a Wisconsin corporation, (“Grantor”) and Secured Party were parties to a Trademark Security Agreement dated as of December 10, 2010 (the “Security Agreement”), pursuant to which Grantor granted a security interest to Secured Party in certain trademarks (“Trademarks”) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on (i) December 11, 2010, at Reel 4429, Frame 0926 and (ii) January 11, 2011, at Reel 4451, Frame 0069; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral (as defined below) 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”):
 - (a) all of its 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 1 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. 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.


3. Secured Party agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably requested by the Grantor to affect the release of the Secured Party's security interest in and lien on the Trademarks and Trademark Collateral.

4. This Trademark Release and Reassignment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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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, as Agent

By: 
Name: _____
Title: _____



**Michael D. TerHorst
Duly Authorized Signatory**

SCHEDULE 1
U.S. TRADEMARK REGISTRATIONS

1. TRADEMARK APPLICATIONS

Trademark Name	Application Number	Application Date
VUECOAT	77829645	18-Sep-2009

2. TRADEMARK REGISTRATIONS

Trademark Name	Design Image	Registration Number	Registration Date
ALTERFORM		3332902	6-Nov-2007
(Only as Design)		3176288	28-Nov-2006
(Only as Design)		2459893	12-Jun-2001
GREASE-STOP		3173398	21-Nov-2006
GREASE-STOP COMBO		3284734	28-Aug-2007
GREASE-STOP SOLO		3406083	1-Apr-2008
ORIGEN		2435446	13-Mar-2001
PHILLIPS		3137859	5-Sep-2006
PHILLIPS PLASTICS CORPORATION		3119146	25-Jul-2006
TOTAL SOLUTIONS FROM DESIGN THROUGH DISTRIBUTION		3625558	26-May-2009