

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Collateral (Releases RF 4273/0322 and 4972/0010)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association (successor in interest to Burdale Capital Finance, Inc.)		06/23/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wellcraft, LLC		
Street Address:	925 Frisbie Street		
City:	Cadillac		
State/Country:	MICHIGAN		
Postal Code:	49601		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3829959	COASTAL	
Registration Number:	1244384	SCARAB	
Registration Number:	1272625	W	
Registration Number:	1499629	W	
Registration Number:	1275050	WELLCRAFT	
Registration Number:	1457554	WELLCRAFT	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>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.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	048038-0004		
NAME OF SUBMITTER:	Anna T Kwan		

OP \$165.00 3829959

SIGNATURE:	/atk/
DATE SIGNED:	06/27/2014
Total Attachments: 5 source=Wellcraft Trademark Release#page1.tif source=Wellcraft Trademark Release#page2.tif source=Wellcraft Trademark Release#page3.tif source=Wellcraft Trademark Release#page4.tif source=Wellcraft Trademark Release#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This TERMINATION AND RELEASE, dated as of June 23, 2014, is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national association banking association having an office at 1 South Broad Street, 3rd Floor, Philadelphia, Pennsylvania 19107 (successor-in-interest to BURDALE CAPITAL FINANCE, INC.), as agent (in such capacity, "Agent"), in favor of WELLCRAFT, LLC, a Delaware limited liability company having with its chief executive office at 925 Frisbie Street, Cadillac, Michigan 49601, as Debtor ("Wellcraft").

WHEREAS, pursuant to that certain Loan Agreement dated as of August 6, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Loan Agreement"), among Wellcraft, certain affiliates of Wellcraft, Agent and the lenders party thereto ("Lenders"), made extensions of credit to the Wellcraft and certain of its affiliates upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, the Wellcraft executed that certain Trademark Collateral Assignment and Security Agreement, dated August 6, 2010 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to which the Wellcraft granted to the Agent (as successor agent to Burdale Capital Finance, Inc.), for the benefit of the Lenders, a security interest in certain pledged collateral, including, without limitation, the trademark collateral listed in Schedule A (such pledged collateral, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with United States Patent and Trademark Office on September 7, 2010 at Reel/Frame 4273/0322, in favor of Burdale Capital Finance, Inc.;

WHEREAS, Burdale Capital Finance, Inc. assigned the Trademark Security Agreement to Agent pursuant to the Assignment of Interests in Trademarks, dated February 13, 2013 (the "Assignment"), through which Agent acquired all of the Burdale Capital Finance, Inc.'s right, title and interest in the Trademark Collateral;

WHEREAS, the Assignment was recorded with United States Patent and Trademark Office on February 20, 2013 at Reel/Frame 4972/0110 in favor of the Agent;

WHEREAS, Wellcraft satisfied all of the obligations contained in the Trademark Security Agreement, and requests that the Agent release its security interest in all right, title and interest of Wellcraft in and to the Trademark Collateral;

WHEREAS, The Agent, now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, the Agent, without recourse, representation or warranty and at Wellcraft's sole cost and expense, hereby TERMINATES and RELEASES all of its right, title and interest in and to the security interests granted to the Agent pursuant to the Trademark Security Agreement in the Trademark

Collateral, together with the goodwill of the business symbolized by said Trademark Collateral, and the registrations of and applications for said Trademark Collateral.

The Agent authorizes Wellcraft to record this TERMINATION AND RELEASE with the United States Patent and Trademark Office and other applicable registry and agrees to provide Wellcraft with any information and additional authorization necessary to effect the release of WELLS FARGO BANK NATIONAL ASSOCIATION'S security interest in the Trademark Collateral.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent



By: 

Name: Georgios Kyvernitis

Title: Authorized Signatory

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

Schedule to Reel/Frames 4273/0322 and 4972/0110

Jurisdiction	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
Australia	WELLCRAFT® (words only)	79/7607 06-17-1999	797607 06-16-2000	Registered	Wellcraft, LLC
California State	SCARAB ® (words only)	86/721 01-25-1988	86721 01-25-1988	Renewed	Wellcraft, LLC
Canada	SCARAB® (words only)	10/25320 08-10-1999	550576 09-11-2001	Registered	Wellcraft, LLC
Canada	STEP LIFT V II®	10/14163 04-30-1999	622803 10-19-2004	Registered	Wellcraft, LLC
Canada	WELLCRAFT® (words only)	51/6608 02-08-1984	297903 12-07-1984	Registered	Wellcraft, LLC
Italy	SCARAB ® (words only)	17/335C86 02-07-1986	746049 02-07-1986	Registered	Genmar Industries, Inc.
Japan	SCARAB® (words only)	62/106348 05-02-1987	2233186 05-31-1990	Registered	Wellcraft, LLC
Mexico	SCARAB® (words only)	37/9259 06-16-1999	616994 06-30-1999	Registered	Wellcraft, LLC
Mexico	WELLCRAFT® (words only)	22/9904 02-22-1984	309165 07-12-1985	Registered	Wellcraft, LLC
New Zealand	WELLCRAFT® (words only)	31/1237 06-17-1999	311237 12-20-1999	Registered	Wellcraft, LLC
Puerto Rico	SCARAB® (words only)	45/900 07-16-1999	45900 03-06-2002	Registered	Wellcraft, LLC
Puerto Rico	WELLCRAFT® (words only)	45/905 07-16-1999	45905 03-15-2001	Registered	Wellcraft, LLC
Turkey	WELLCRAFT® (words only)	99/012229 07-27-1999	99012229 07-27-1999	Registered	Wellcraft, LLC
UAE	WELLCRAFT® (words only)	33/427 10-23-1999	26196 04-17-2001	Registered	Wellcraft, LLC
US	COASTAL® (words only)	77/073757 12/30/2006	3829959 8/10/2010	Registered	Wellcraft, LLC
US	SCARAB® (words only)	73/363402 05-07-1982	1244384 07-05-1983	Registered	Wellcraft, LLC
US		73/413909 02-17-1983	1272625 04-03-1984	Registered	Wellcraft, LLC
US		73/637799 12-30-1986	1499629 08-09-1988	Registered	Wellcraft, LLC
US	WELLCRAFT® (words only)	73/412699 02-07-1983	1275050 04-24-1984	Registered	Wellcraft, LLC
US	WELLCRAFT® (words only)	73/637789 12-30-1986	1457554 09-15-1987	Registered	Wellcraft, LLC

Jurisdiction	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
Venezuela	WELLCRAFT™ (words only)	021364 09-29-1992		Filed	Wellcraft, LLC