# CH \$140.00 191255

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM309571

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 3422/0453	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		07/01/2014	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

RECEIVING PARTIT B	
Name:	Homax Products, Inc.
Street Address:	1835 Barkley Blvd., Suite 101
City:	Bellingham
State/Country:	WASHINGTON
Postal Code:	98226
Entity Type:	CORPORATION: DELAWARE
Name:	Osmegen Incorporated
Street Address:	1835 Barkley Blvd., Suite 101
City:	Bellingham
State/Country:	WASHINGTON
Postal Code:	98226
Entity Type:	CORPORATION: PENNSYLVANIA
Name:	Stone Care International, Inc.
Street Address:	1835 Barkley Blvd., Suite 101
City:	Bellingham
State/Country:	WASHINGTON
Postal Code:	98226
Entity Type:	CORPORATION: MARYLAND
Name:	Bix Enterprises, Inc.
Street Address:	1835 Barkley Blvd., Suite 101
City:	Bellingham
State/Country:	WASHINGTON
Postal Code:	98226
Entity Type:	CORPORATION: DELAWARE
Name:	The Gonzo Corporation
Street Address:	1835 Barkley Blvd., Suite 101
City:	Bellingham
State/Country:	WASHINGTON
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900294043 REEL: 005315 FRAME: 0389

Postal Code:	98226	
Entity Type:	CORPORATION: MASSACHUSETTS	
Name:	Jasco Chemical Corp.	
Street Address:	1835 Barkley Blvd., Suite 101	
City:	Bellingham	
State/Country:	WASHINGTON	
Postal Code:	98226	
Entity Type:	CORPORATION: CALIFORNIA	
Name:	Magic American Products, Inc.	
Street Address:	1835 Barkley Blvd., Suite 101	
City:	Bellingham	
State/Country:	WASHINGTON	
Postal Code:	98226	
Entity Type:	CORPORATION: DELAWARE	
Name:	Rhodes American Products, Inc.	
Street Address:	1835 Barkley Blvd., Suite 101	
City:	Bellingham	
State/Country:	WASHINGTON	
Postal Code:	98226	
Entity Type:	CORPORATION: DELAWARE	
Name:	Site-B Company	
Street Address:	1835 Barkley Blvd., Suite 101	
City:	Bellingham	
State/Country:	WASHINGTON	
Postal Code:	98226	
Entity Type:	CORPORATION: WASHINGTON	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1912554	CAULKEEPER
Registration Number:	1523451	MYRO
Registration Number:	1872077	PERFECT BEAD
Registration Number:	1011284	PREP-A-WALL
Registration Number:	1459772	THE WELDER

### **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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:** 312-862-6371

Email: renee.prescan@kirkland.com TRADEMARK

REEL: 005315 FRAME: 0390

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	41884-27 RMP
NAME OF SUBMITTER:	Renee M. Prescan
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	07/02/2014

### **Total Attachments: 4**

source=Homax\_GE Release of 2006 Sec Interest in Trademarks (EXECUTED)\_(32329612)#page1.tif source=Homax\_GE Release of 2006 Sec Interest in Trademarks (EXECUTED)\_(32329612)#page2.tif source=Homax\_GE Release of 2006 Sec Interest in Trademarks (EXECUTED)\_(32329612)#page3.tif source=Homax\_GE Release of 2006 Sec Interest in Trademarks (EXECUTED)\_(32329612)#page4.tif

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS is made as of July 1, 2014 by GENERAL ELECTRIC CAPITAL CORPORATION ("Agent") in favor of, HOMAX PRODUCTS, INC., a Delaware corporation, ("Homax Products"), BIX ENTERPRISES, INC., a Delaware corporation ("Bix"), THE GONZO CORPORATION, a Massachusetts corporation ("Gonzo"), JASCO CHEMICAL CORP., a California corporation ("Jasco"), MAGIC AMERICAN PRODUCTS, INC., a Delaware corporation ("Magic"), OSMEGEN INCORPORATED, a Pennsylvania corporation ("Osmegen"), RHODES AMERICAN PRODUCTS, INC., a Delaware corporation ("Rhodes"), STONE CARE INTERNATIONAL, INC., a Maryland corporation ("Stone Care"), and SITE-B COMPANY, a Washington corporation ("Site-B," and with Homax Products, Bix, Gonzo, Jasco, Magic, Osmegen, and Rhodes, each a "Grantor" and collectively, the "Grantors").

### WITNESSETH:

WHEREAS, Agent and each Grantor are parties to that certain Trademark Security Agreement dated as of November 2, 2006 (the "Trademark Security Agreement"), executed pursuant to that certain Guaranty and Security Agreement dated as of November 2, 2006 (the "Guaranty and Security Agreement"), pursuant to which each Grantor granted a security interest to Agent in the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademark registrations and applications set forth on Schedule 1 hereto (collectively, the "Secured Trademarks"), as security for certain obligations owing by Each Grantor and certain of its Affiliates to Agent; and

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 6, 2006, at Reel 3422; Frame 0453; and

WHEREAS, each Grantor has requested that Agent release its Lien (as defined in the Guaranty and Security Agreement) on and security interest in the Secured Trademarks and other Trademark Collateral and reassign any and all right, title and interest in and to the same to each Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases its Lien on and security interest in all of each Grantor's right, title and interest in and to the Trademark Collateral, including, without limitation:
  - (i) each Secured Trademark listed on <u>Schedule I</u> annexed hereto, together with all IP Licenses (as defined in the Trademark Security Agreement)

providing for the grant by or to each Grantor of any right under any Secured Trademark and all renewals and extensions of the foregoing;

- (ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (iii) 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. To the extent any other interest, ownership or otherwise, beyond the Lien in the Trademark Collateral, was granted by Grantors, Agent hereby reassigns, grants and conveys to each Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademark Collateral.
- 3. Agent agrees, at the Grantors' expense, to cooperate with each Grantor and to provide such Grantor with the information and additional authorization reasonably requested by such Grantor to effect the release of the Agent's security interest in and Lien on the Trademark Collateral.
- 4. This Release of Security Interest in Trademarks 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, Agent has caused this Release of Security Interest in Trademarks to be executed as of the day and year first above written.

> GENERAL ELECTRIC CAPITAL CORPORATION

By:

Name: /

Stephanic Krebs
Duly Authorized Signatory Title:

# **SCHEDULE 1**

# TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Country	Registration No.	Registration Date	Application Serial No.	Filing Date
CAULKEEPER	U.S.	1,912,554	8/15/1995	74/481,885	1/21/1994
MYRO	U.S.	1,523,451	2/7/1989	73/686,793	9/28/1987
PERFECT BEAD	U.S.	1,872,077	1/3/1995	74/237,870	1/15/1992
PREP-A-WALL	U.S.	1,011,284	5/27/1975	73/027,686	7/24/1974
THE WELDER	U.S.	1,459,772	10/6/1987	73/637,817	12/30/1986

RECORDED: 07/02/2014