

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309583

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		06/30/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Jason Incorporated
<b>Street Address:</b>	411 East Wisconsin Ave
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202
<b>Entity Type:</b>	CORPORATION: WISCONSIN
<b>Name:</b>	Morton Manufacturing Company
<b>Street Address:</b>	700 Liberty Drive
<b>City:</b>	Libertyville
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60048
<b>Entity Type:</b>	CORPORATION: ILLINOIS
<b>Name:</b>	Metalex Corporation
<b>Street Address:</b>	1530 Artaius Parkway
<b>City:</b>	Libertyville
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60048
<b>Entity Type:</b>	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 61**

Property Type	Number	Word Mark
<b>Registration Number:</b>	0408273	ARTAB
<b>Registration Number:</b>	1231635	A
<b>Registration Number:</b>	2354626	CAM RUNNER
<b>Registration Number:</b>	1626585	CALIFORNIA BUFF COMPANY
<b>Registration Number:</b>	2353870	CHURCHILL
<b>Registration Number:</b>	3668069	COOLBALANCE
<b>Registration Number:</b>	2808159	DYNAFLEX

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	0613728	ENDURION
Registration Number:	3544311	FALCON
Registration Number:	2060231	FIBERFOAM
Registration Number:	3531769	HAWK
Registration Number:	3310248	JACKSONLEA
Registration Number:	1760887	JACKSONLEA
Registration Number:	3717696	JASON FINISHING GROUP
Registration Number:	3212039	JL
Registration Number:	3209909	LEA
Registration Number:	0818952	LEA ANTISTAT
Registration Number:	2866457	LEAROK
Registration Number:	0556217	LIQUABRADE
Registration Number:	0973349	LOAD RUNNERS
Registration Number:	2572176	MAGNA-FLEX
Registration Number:	1048153	MARABOND
Registration Number:	1041359	MARATEX
Registration Number:	2817521	METALEX
Registration Number:	2697697	MILSCO
Registration Number:	1196113	NATORQ
Registration Number:	0569356	OSBORN
Registration Number:	0991827	OSBORN
Registration Number:	0987058	OSBORN
Registration Number:	0988709	OSBORN
Registration Number:	0987773	OSBORN
Registration Number:	0992346	OSBORN
Registration Number:	0745621	OSBORN
Registration Number:	0127357	OSBORN
Registration Number:	0571005	
Registration Number:	1414988	POWER TUBE
Registration Number:	1492289	PROFILE
Registration Number:	3000094	SANDSHAPER
Registration Number:	2401489	SEALEZE
Registration Number:	3971577	SNOWPROTEC
Registration Number:	1793403	SOFTOOL
Registration Number:	1039967	STRAT-O-SHEEN
Registration Number:	2536226	SYNTEX
Registration Number:	2536227	SYNTEX PLUS
Registration Number:	3346661	THERM-L-BRUSH
Registration Number:	1570671	ULTRA-GRIT

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	2205307	ULTRA-TECH
Registration Number:	1412046	UNI-LOK
Registration Number:	4023610	DIALUX
Registration Number:	4051773	XTRASEAL
Registration Number:	4100987	EZ-FLEX
Registration Number:	4055003	XTRASEAL HT
Registration Number:	4345315	POLYTEX
Registration Number:	0841886	TREAD-GRIP
Registration Number:	0871595	OPEN-GRIP
Registration Number:	1175804	BUTTON-HOLE
Registration Number:	1179815	OPEN DECK
Serial Number:	85133333	INVISISEAL
Serial Number:	85131242	DYNA-SEAL
Serial Number:	85593542	POLYTEX
Serial Number:	85779905	FINISH. FIRST.

**CORRESPONDENCE DATA**

**Fax Number:** 2124464900  
*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:** 2124464800  
**Email:** hayley.smith@kirkland.com  
**Correspondent Name:** Kirkland & Ellis LLP  
**Address Line 1:** Attn Hayley Smith, Sr. Legal Assistant  
**Address Line 2:** 601 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	24080-4 (HS)
<b>NAME OF SUBMITTER:</b>	Hayley Smith
<b>SIGNATURE:</b>	//Hayley Smith//
<b>DATE SIGNED:</b>	07/02/2014

**Total Attachments: 7**  
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**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of June 30, 2014 (this "Release"), from General Electric Capital Corporation, a Delaware corporation ("GE Capital"), in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement, dated as of February 28, 2013 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") and the other Secured Parties, in favor of Jason Incorporated, a Wisconsin corporation, Morton Manufacturing Company, an Illinois corporation, and Metalex Corporation, an Illinois corporation (each, a "Grantor" and, collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Grantors, Agent and the other parties thereto entered into that certain Guaranty and Security Agreement, dated as of February 28, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors entered into that certain Trademark Security Agreement dated as of February 28, 2013 (the "Trademark Security Agreement"), in favor of Agent, under which each Grantor granted to Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the items set forth on Exhibit I;

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on March 1, 2013 on Reel: 4969, Frame: 0507;

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement dated as of September 21, 2010, the Grantors, Agent and the other parties thereto entered into that certain Amended and Restated Guaranty and Security Agreement, dated as of September 21, 2010, pursuant to which the Grantors entered into those certain Amended and Restated Trademark Security Agreements dated as of September 21, 2010 and that certain Trademark Security Agreements dated as of October 13, 2011 (collectively, the "2010 and 2011 Trademark Security Agreements"), in favor of Agent, under which each Grantor granted to Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the 2010 and 2011 Trademark Security Agreements), including certain of the items set forth on Exhibit I, and the 2010 and 2011 Trademark Security Agreements were recorded with the Assignment Division of the USPTO (i) on September 24, 2010 on Reel: 4284, Frame: 0013, (ii) on September 24, 2010 on Reel: 4284, Frame: 0001, (iii) on September 24, 2010 on Reel: 4283, Frame: 0986, (iv) on October 18, 2011 on Reel: 4643, Frame: 0644;

WHEREAS, the Grantors, Agent and the other parties thereto entered into that certain Amended and Restated Credit Agreement dated as of May 11, 2007, pursuant to which the Grantors entered into that certain Trademark Security Agreements dated as of May 11, 2007 and August 25, 2009 (collectively, the "2007 and 2009 Trademark Security Agreements"), in favor of Agent, under which each Grantor granted to Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of such

Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the 2007 and 2009 Trademark Security Agreements), including certain of the items set forth on Exhibit I, and the 2007 and 2009 Trademark Security Agreements were recorded with the Assignment Division of the USPTO on August 26, 2009 on Reel: 4052, Frame: 0467 and on February 28, 2008 on Reel: 3728, Frame: 0531;

WHEREAS, the Grantors, Agent and the other parties thereto entered into that certain Credit Agreement dated as of August 4, 2000, as amended by that certain Amendment No. 4 to Credit Agreement, Omnibus Amendment to Credit Documents and Consent to certain Intercompany Transactions dated as of December 16, 2005, pursuant to which the Grantors entered into that certain Trademark Security Agreements dated as of December 16, 2005 (collectively, the "2005 Trademark Security Agreement #1 and #2"), in favor of Agent, under which each Grantor granted to Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the 2005 Trademark Security Agreements #1 and #2), including certain of the items set forth on Exhibit I, and the 2005 Trademark Security Agreements #1 and #2 were recorded with the Assignment Division of the USPTO on August 17, 2006 on Reel: 3371, Frame: 0738 and on January 11, 2006 on Reel: 3243, Frame: 0981;

WHEREAS, the Grantors, Agent and the other parties thereto entered into that certain Note Purchase Agreement dated as of February 9, 2004, as amended by that certain Amendment No. 1 to Note Purchase Agreement, Omnibus Amendment to Note Documents and Consent to certain Intercompany Transactions dated as of December 16, 2005, pursuant to which the Grantors entered into that certain Trademark Security Agreements dated as of December 16, 2005 (the "2005 Trademark Security Agreement #3"), in favor of Agent, under which each Grantor granted to Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the 2005 Trademark Security Agreement #3), including certain of the items set forth on Exhibit I, and the 2005 Trademark Security Agreement #3 was recorded with the Assignment Division of the USPTO on August 17, 2006 on Reel: 3371, Frame: 0719; and

WHEREAS, each Grantor has paid all of its outstanding indebtedness to Agent, and Agent now desires to terminate and release the entirety of any and all of its Lien on and security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, 2010 and 2011 Trademark Security Agreements, 2007 and 2009 Trademark Security Agreements, 2005 Trademark Security Agreements #1 and #2, and 2005 Trademark Security Agreement #3, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Security Agreement, 2010 and 2011 Trademark Security Agreements, 2007 and 2009 Trademark Security Agreements, 2005 Trademark Security Agreements #1 and #2, or 2005 Trademark Security Agreement #3, as applicable.

2. Release of Security Interest. Agent hereby (i) terminates, cancels, releases, and discharges any and all of its Lien on and security interest in the Trademark Collateral, including, without limitation, the trademarks listed in Exhibit I attached hereto, (ii) terminates the Trademark Security Agreement, 2010 and 2011 Trademark Security Agreements, 2007 and 2009 Trademark Security

Agreements, 2005 Trademark Security Agreements #1 and #2, and 2005 Trademark Security Agreement #3 and (iii) re-assigns to each Grantor any right, title and interest it may have in, to and under the Trademark Collateral. Any and all right, title, or interest of Agent in, to, and under such Trademark Collateral and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do any such other acts and provide to Grantor, its successors, assigns or other legal representatives all such cooperation and assistance, as may be reasonably requested by each Grantor to more fully and effectively effect the release of any and all security interest it may have in the Trademark Collateral contemplated hereby.

4. Governing Law; Electronic Delivery of Signature Pages. This Release shall be governed by and construed in accordance with the laws of the State of New York. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereto.

*[Signature page follows]*

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

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Agent

By: *Dan Vallabhi*  
Name: *Danessa Vallabhaneni*  
Title: Its Duly Authorized Signatory

**EXHIBIT I  
TO THE TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

**1. REGISTERED TRADEMARKS**

<b>OWNER<sup>1</sup></b>	<b>MARK</b>	<b>JURISDICTION</b>	<b>STATUS</b>	<b>APPL/REG. NO.</b>	<b>APP/REG DATE</b>
Jason Incorporated	ARTAB STYLIZED LETTERS	U.S.	Reg.	0408273	8/1/44
Jason Incorporated	A (STYLIZED)	U.S.	Reg.	1231635	3/22/83
Jason Incorporated	CAM RUNNER	U.S.	Reg.	2354626	6/6/00
JacksonLea <sup>^</sup>	CALIFORNIA BUFF COMPANY	U.S.	Reg.	1626585	12/11/90
Jason Incorporated	CHURCHILL	U.S.	Reg.	2353870	5/30/00
Jason Incorporated	COOLBALANCE	U.S.	Reg.	3668069	8/18/09
Jason Inc.	DYNAFLEX	U.S.	Reg.	2808159	1/27/04
Jason Incorporated	ENDURION	U.S.	Reg.	0613728	10/11/55
Jason Incorporated	FALCON	U.S.	Reg.	3544311	12/9/08
Sackner Products Inc. ^	FIBERFOAM	U.S.	Reg.	2060231	5/13/97
Jason Incorporated	HAWK	U.S.	Reg.	3531769	11/11/08
Jason Inc.	JACKSONLEA	U.S.	Reg.	3310248	10/16/07
Jason Inc.	JACKSONLEA & DESIGN	U.S.	Reg.	1760887	3/30/93
Jason Incorporated	JASON FINISHING CORP	U.S.	Reg.	3717696	12/1/09
Jason Inc.	JL DESIGN	U.S.	Reg.	3212039	2/27/07
Jason Inc.	LEA	U.S.	Reg.	3209909	2/20/07
Jason Incorporated	LEA ANTISTAT	U.S.	Reg.	0818952	11/22/66
Jason Inc.	LEAROK	U.S.	Reg.	2866457	7/27/04
Jason Inc.	LIQUABRADE	U.S.	Reg.	0556217	3/18/52
Jason Incorporated	LOAD RUNNERS	U.S.	Reg.	0973349	11/20/73
Jason Incorporated	MAGNA-FLEX	U.S.	Reg.	2572176	5/21/02

<sup>1</sup> The record owners marked with “^” are units or divisions of Jason Incorporated.



OWNER <sup>1</sup>	MARK	JURISDICTION	STATUS	APPL/REG. NO.	APP/REG DATE
Jason Incorporated	MARABOND	U.S.	Reg.	1048153	9/14/76
Jason Incorporated	MARATEX	U.S.	Reg.	1041359	6/15/76
Metalex	METALEX	U.S.	Reg.	2817521	2/24/04
Jason Incorporated	MILSCO	U.S.	Reg.	2697697	3/18/03
Jason Incorporated	NATORQ	U.S.	Reg.	1196113	5/25/82
Jason Incorporated	OSBORN	U.S.	Reg.	0569356	1/20/53
Jason Incorporated	OSBORN	U.S.	Reg.	0991827	8/27/74
Jason Incorporated	OSBORN	U.S.	Reg.	0987058	6/25/74
Jason Incorporated	OSBORN	U.S.	Reg.	0988709	7/23/74
Jason Incorporated	OSBORN	U.S.	Reg.	0987773	7/9/74
Jason Incorporated	OSBORN	U.S.	Reg.	0992346	9/3/74
Jason Incorporated	OSBORN	U.S.	Reg.	0745621	2/26/63
Jason Incorporated	OSBORN (IN PENTAGON DESIGN)	U.S.	Reg.	0127357	11/11/19
Jason Incorporated	(PENTAGON DESIGN)	U.S.	Reg.	0571005	2/24/53
Jason Incorporated	POWER TUBE	U.S.	Reg.	1414988	10/28/86
Jason Incorporated	PROFILE	U.S.	Reg.	1492289	6/14/88
Jason Incorporated	SANDSHAPER	U.S.	Reg.	3000094	9/27/05
Jason Incorporated	SEALEZE	U.S.	Reg.	2401489	11/7/00
Jason Inc.	SNOWPROTEC	U.S.	Reg.	3971577	5/31/11
Jason Incorporated	SOFTOOL	U.S.	Reg.	1793403	9/21/93
Jason Incorporated	STRAT-O-SHEEN	U.S.	Reg.	1039967	5/25/76
Jason Incorporated	SYNTEX	U.S.	Reg.	2536226	2/15/02
Jason Incorporated	SYNTEX PLUS	U.S.	Reg.	2536227	2/5/02
Jason Inc.	THERM-L-BRUSH	U.S.	Reg.	3346661	12/4/07
Jason Inc.	ULTRA-GRIT	U.S.	Reg.	1570671	12/12/89
Jason Inc.	ULTRA-TECH	U.S.	Reg.	2205307	11/24/98
Jason Inc.	UNI-LOK	U.S.	Reg.	1412046	10/7/86
Jason Inc.	DIALUX	U.S.	Reg.	4023610	9/6/11

OWNER	MARK	JURISDICTION	STATUS	APPL/REG. NO.	APP/REG DATE
Jason Inc.	XTRASEAL	U.S.	Reg.	4051773	11/8/11
Jason Inc.	EZ-FLEX	U.S.	Reg.	4100987	2/21/12
Jason Incorporated	XTRASEAL HT	U.S.	Reg.	4055003	11/15/11
Jason Incorporated	POLYTEX	U.S.	Reg.	4345315	06/04/13
Morton Manufacturing Company	TREAD-GRIP	US	Registered	841886	1/9/1968
Morton Manufacturing Company	OPEN-GRIP	US	Registered	871595	6/24/1969
Morton Manufacturing Company	BUTTON-HOLE	US	Registered	1175804	11/3/1981
Morton Manufacturing Company	OPEN DECK	US	Registered	1179815	12/1/1981

## 2. TRADEMARK APPLICATIONS

OWNER	MARK	JURISDICTION	STATUS	APPL/REG. NO.	APP/REG DATE
Jason Inc.	INVISISEAL	U.S.	Pending ITU	85/133333	9/20/10
Jason Inc.	DYNA-SEAL	U.S.	Pending ITU	85/131242	9/16/10
Jason Incorporated	POLYTEX	U.S.	Pending ITU	85/593542	4/10/12
Jason Incorporated	FINISH FIRST		Pending ITU	85779905	11/15/12