

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (Senior Subordinated Debt)		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		07/11/2014	Banking corporation: OHIO
RECEIVING PARTY DATA			
Name:	Hamilton Animal Products LLC		
Street Address:	2425 West Dorothy Lane		
City:	Moraine		
State/Country:	OHIO		
Postal Code:	45439		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1725689	H.P. MUGZ	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Ryan W. Falk		
Address Line 1:	Calfee, Halter & Griswold LLP		
Address Line 2:	The Calfee Building, 1405 East Sixth St.		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	36137/04000		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/ryan w. falk/		
DATE SIGNED:	07/17/2014		
Total Attachments: 4			
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TRADEMARK			

CH \$40.00 1725689

RELEASE OF TRADEMARK SECURITY AGREEMENT

(Senior Subordinated Debt)

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of July 11, 2014, is made by **FIFTH THIRD BANK**, an Ohio banking corporation ("Secured Party"), and is as follows:

WHEREAS, HAMILTON ANIMAL PRODUCTS LLC, an Ohio limited liability company ("Debtor"), and Secured Party are parties to that certain Trademark Security Agreement dated as of October 20, 2010 (the "Agreement"), which was recorded with The United States Patent and Trademark Office on October 28, 2010, in its records at Reel 004306, Frame 0268; capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under the Trademark Collateral (as defined in the Agreement), including, without limitation: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing Trademarks listed on Schedule I of the Agreement (attached hereto and made a part hereof as Schedule I); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under, or with respect to, any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses; and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby fully and finally releases and terminates (i) its security interest and other rights in, to and under the Trademark Collateral and (ii) any and all other rights it may have under the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed as of the day and year first above written.

FIFTH THIRD BANK

By: _____


Lucas J. Barnett, Vice President

SIGNATURE PAGE TO
RELEASE OF TRADEMARK SECURITY AGREEMENT
(Hamilton Animal)
(Senior Subordinated Debt)

TRADEMARK
REEL: 005324 FRAME: 0229

SCHEDULE I

Trademarks and Licenses

Registered U.S. Trademarks

MARK	SERIAL NO.	REG. NO.
H.P. MUGZ	74/202,349	1,725,689

Common-law Trade Names and Trademarks

Mark
ELECTRODELYTE
FLICKS
ICE KOLD & Design
IT'S WHAT YOUR HORSE WOULD BUY
LEUCALATHER
LEUCALATHER II
POULTIPLEX
RBC PLUS
RBC+ LIQUID VITAMIN
SILKS
TEA TREE-ADE
AIRIDER
SIERRA
Pain Relieve Program of Champions
Tropical Pain Reliever of Champions (and logo)
Rice Formula
Flavor Enhancer
Protector
ProtectorLok
Winner's Circle
Mustang
GeoPavers
DuroPave
WorkFast Parlor Mat
BioTect
AgiliFlex
VersaDeck
Turf Net
UtiliMat
VersaDeck
Bulldog
Shoc Bloc
BoviTrax
Bulldog Alley Mat
Best Rest Cow Bed

Mark
KomfyKush Parlor Mat
VersaDeck
Vulcan Mat
AgiliFlex Plus
KennelSafe
Bulldog
Gorilla Mat
DuroPave Tiles
Vulcan Mat
VersaTrak
Pathlink
Royal Equine

Trademark Licenses

1. Asset Purchase Agreement dated November 30, 2008, by and between Hamilton Animal Products LLC and Versa-Packs, LLC.
2. Asset Purchase Agreement dated August 5, 2008, by and between Hamilton Animal Products LLC and VIP Products LLC.

7/10/2014 19577054