

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311235

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL 3150, FRAME 0071

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE		12/22/2009	Bank:

## RECEIVING PARTY DATA

<b>Name:</b>	Rexair LLC, f/k/a Rexair, Inc.
<b>Street Address:</b>	50 W. Big Beaver Rd. - Suite 350
<b>City:</b>	Troy
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48084
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	1218263	AQUAMATE
Registration Number:	2136437	
Registration Number:	2127952	
Registration Number:	1476692	
Registration Number:	2133614	
Registration Number:	2373347	E
Registration Number:	2375755	E
Registration Number:	2379877	E SERIES
Registration Number:	2936661	E2
Registration Number:	2143799	
Registration Number:	1873523	
Registration Number:	1877341	
Registration Number:	2317087	R
Registration Number:	2298752	R
Registration Number:	993728	RAINBOW
Registration Number:	2124034	RAINBOW
Registration Number:	1782060	RAINBOW MATE
Registration Number:	1548577	RAINBOW PACESETTERS
Registration Number:	1897430	RAINBOWMATE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2130763	R
Registration Number:	1448262	R
Registration Number:	2652458	RAINMATE
Registration Number:	2656996	RAINMATE
Registration Number:	610593	REXAIR
Registration Number:	2563053	STAR SUMMIT
Registration Number:	1436269	
Registration Number:	1436270	
Registration Number:	743711	HURRICANE
Serial Number:	78591631	AQUAMATE
Serial Number:	78591683	RAINBOW

**CORRESPONDENCE DATA**

**Fax Number:** 2122919868

*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:** 212-558-4229

**Email:** demarcor@sullcrom.com, nguyenb@sullcrom.com

**Correspondent Name:** Raffaele A. DeMarco

**Address Line 1:** 125 Broad Street

**Address Line 2:** Sullivan & Cromwell LLP

**Address Line 4:** New York, NEW YORK 10004-2498

<b>ATTORNEY DOCKET NUMBER:</b>	019129.00039 (RAD)
<b>NAME OF SUBMITTER:</b>	Raffaele A. DeMarco
<b>SIGNATURE:</b>	/Raffaele A. DeMarco/
<b>DATE SIGNED:</b>	07/18/2014

**Total Attachments: 10**

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TERMINATION AND RELEASE AGREEMENT dated as of December 22, 2009 (this "*Agreement*"), by and among Rexair LLC (the "*Borrower*"), Rexair Holdings, Inc. ("*Holdings*" and, together with the Borrower under or in respect of the Existing First Lien Credit Agreement referred to below, the "*Loan Parties*") and CREDIT SUISSE, as administrative agent (in such capacity, the "*Administrative Agent*") and as collateral agent (in such capacity, the "*Collateral Agent*") for the Lenders party to the Existing First Lien Credit Agreement referred to below.

A. Reference is made to (a) the First Lien Credit Agreement dated as of June 30, 2005 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "*Existing First Lien Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*"), the Administrative Agent and the Collateral Agent and (b) the agreements that were executed in connection with and in furtherance of the Existing First Lien Credit Agreement including, but not limited to, the agreements set forth on Schedule I hereto (together with the Existing First Lien Credit Agreement, the "*First Lien Loan Agreements*"). Terms used but not defined in this Agreement shall have the meanings assigned thereto in the Existing First Lien Credit Agreement or the other First Lien Loan Agreements, as applicable.

B. The Borrower has advised the Administrative Agent and the Lenders that it intends to repay all amounts outstanding under the Existing First Lien Credit Agreement and (a) has been informed by the Administrative Agent that the appropriate pay-off figure for the principal, interest and other amounts owed by the Borrower to the Administrative Agent and the Lenders under the Existing First Lien Credit Agreement is an amount equal to the Payoff Amount (as defined below) and (b) has requested that, subject to the terms of this Agreement, the Collateral Agent release and terminate all security interests and Liens that the Loan Parties have granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, pursuant to the First Lien Loan Agreements.

C. Subject to the terms of this Agreement, the Collateral Agent, on behalf of itself and the Secured Parties, has agreed to (a) terminate the First Lien Loan Agreements and all Liens created thereunder in favor of the Collateral Agent, for its benefit and for the benefit of the Secured Parties, and (b) release all right, title and interest in and to the properties and rights of the Loan Parties granted, pledged, mortgaged, conveyed or otherwise transferred to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, under the First Lien Loan Agreements as collateral to secure the Obligations (as defined in the First Lien Guarantec and Collateral Agreement) of the Loan Parties under the First Lien Loan Agreements (such properties and rights referred to as the "*Collateral*").

D. Subject to the terms of this Agreement, the Collateral Agent, on behalf of itself and the Secured Parties, has agreed that it will execute the relevant Release Documents (as defined below), together with such additional documents as may be reasonably necessary or desirable to effect such release.

Accordingly, the Borrower, Holdings, the Administrative Agent (on behalf of itself and the Lenders) and the Collateral Agent (on behalf of itself and the Secured Parties), hereby agree as follows:

SECTION 1. Release of Liens; Payment. (a) The Collateral Agent hereby agrees that upon receipt of the payment in full in immediately available funds pursuant to a transfer by Federal wire to the Administrative Agent's account set forth below of \$81,474,766.64 (the "**Payoff Amount**"), representing all amounts owing under the First Lien Loan Agreements as of 2:00 p.m. (New York City time) on December [22], 2009, including, without limitation, any and all amounts of principal and interest to date (as set forth in detail on Schedule II hereto) other than possible breakage costs associated with a Breakage Event which may be invoiced at a later date (the "**Excluded Breakage Costs**") and expense reimbursement and contingent indemnity obligations under the Existing First Lien Credit Agreement which by the terms of the First Lien Loan Agreements expressly survive (together with the Excluded Breakage Costs, the "**Excluded Amounts**"), all of the right, title and interest (including, without limitation, security interests) of the Collateral Agent and the Secured Parties in and to all of the Collateral in which the Loan Parties granted the Collateral Agent, for its benefit and for the benefit of the Secured Parties, pursuant to the First Lien Loan Agreements shall automatically be released and terminated.

(b) The Administrative Agent's account number for purposes of receiving the Payoff Amount pursuant to this Section 1 is:

Bank of New York, NY  
ABA No. 021000018  
Account Name: CS - Agency Cayman Account  
Account No.: 8900492627  
Reference: Rexair First Lien

(c) The Payoff Amount has been calculated assuming payment on December 22, 2009 (the "**Payoff Date**"). If the Payoff Amount is not paid to the Administrative Agent as provided above by 2:00 p.m. (New York City time) on the Payoff Date, the Payoff Amount shall be recalculated to reflect changes thereto, including additional interest in the amount of \$10,012.32 per day for each day after the Payoff Date, and the Borrower further agrees to pay any and all reasonable legal fees and expenses incurred by counsel to the Administrative Agent in connection with this Agreement and the termination of the First Lien Loan Agreements, including those amounts which may be billed after the Payoff Date.

SECTION 2. Delivery and Release of Collateral. Upon receipt of the Payoff Amount, (a) this Agreement shall constitute the Collateral Agent's signed or otherwise authenticated authorization for the Borrower (or its designee) to file Uniform Commercial Code termination statements for those Uniform Commercial Code filings listed on Schedule III hereto and (b) the following documents (the "*Release Documents*") shall be promptly executed and/or delivered to the Borrower (or its designee), without recourse to or warranty by the Administrative Agent, the Collateral Agent or any Secured Party under the First Lien Loan Agreements:

- (i) releases of each of the mortgages and deeds of trust granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, by any Loan Party pursuant to the Existing First Lien Credit Agreement or any other First Lien Loan Agreement; and
- (ii) releases and/or terminations of the security interests held by the Collateral Agent, for its benefit and for the benefit of the Secured Parties, in the patents, trademarks and copyrights of any Loan Party pursuant to the Existing First Lien Credit Agreement or any other First Lien Loan Agreement.

SECTION 3. Termination of First Lien Loan Agreements; Reinstatement. Upon receipt of the Payoff Amount, the parties hereto hereby terminate the First Lien Loan Agreements. The Borrower and each of the other Loan Parties acknowledge and agree that the obligations and liabilities of the Loan Parties under the First Lien Loan Agreements shall be reinstated with full force and effect if, at any time on or after the Payoff Date, all or any portion of the Payoff Amount paid to the Administrative Agent or any Lender is voided or rescinded or must otherwise be returned by the Administrative Agent or any Lender to the Borrower or any other Loan Party upon the Borrower's or any other Loan Party's insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made. In addition, nothing contained in this Agreement shall terminate or otherwise impair (a) any First Priority Lien or (b) the Borrower's obligations in respect of the Excluded Amounts. The execution and/or delivery of any agreements or documents by the Administrative Agent, including this Agreement, shall be without recourse to or warranty by the Administrative Agent or any Secured Party.

SECTION 4. Further Assurances. Each party hereto agrees, upon the reasonable request of any other party hereto, at any time and from time to time, promptly to execute and deliver all such further documents (including, without limitation, lien releases, Uniform Commercial Code termination statements and reconveyancing documents), and to promptly take or forbear from all such action as may be reasonably necessary or appropriate in order more effectively to confirm or carry out the provisions of this Agreement.

SECTION 5. Amendment. This Agreement may not be amended or any provision hereof waived or modified except in writing signed by each of the parties hereto.

SECTION 6. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF).

SECTION 8. Execution of Counterparts. This Agreement may be executed by the parties hereto in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

*[Remainder of this page intentionally left blank]*

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH (formerly known as  
CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH), as Administrative Agent, First  
Lien Collateral Agent and Second Lien  
Collateral Agent

By



\_\_\_\_\_  
Name: Shaheen Malik  
Title: Vice President

By



\_\_\_\_\_  
Name: Ilya Ivashkov  
Title: Associate

IN WITNESS WHEREOF, the undersigned have executed this Termination and Release Agreement as of the date first written above.

REXAIR LLC,

By Kevin L. Verhelle  
Name: Kevin L. Verhelle  
Title: VP and CFO

REXAIR HOLDINGS, INC.,

By \_\_\_\_\_  
Name: Baudoin Lorans  
Title: Authorized Person

*Pay-off and Lien Release*

TRADEMARK  
REEL: 005325 FRAME: 0686



IN WITNESS WHEREOF, the undersigned have executed this Termination and Release Agreement as of the date first written above.

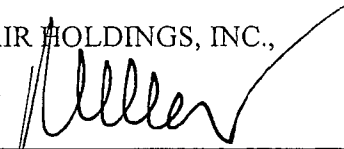
REXAIR LLC,

By

\_\_\_\_\_  
Name:  
Title:

REXAIR HOLDINGS, INC.,

By

  
\_\_\_\_\_  
Name: NANCY C. COOPER  
Title: AUTHORIZED SIGNATORY

*Pay-off and Lien Release*

SCHEDULE I  
TO TERMINATION AND  
RELEASE AGREEMENT

First Lien Loan Agreements

1. Amendment No. 1 and Consent dated as of August 16, 2005 to the First Lien Credit Agreement.
2. First Lien Guarantee and Collateral Agreement dated as of June 30, 2005 among Rexair LLC, Rexair Holdings, Inc., the subsidiaries of Rexair LLC from time to time party thereto and Credit Suisse, as Collateral Agent.
3. First Lien Mortgage from Rexair LLC to Credit Suisse dated as of June 30, 2005.
4. Intercreditor Agreement dated as of June 30, 2005 among Rexair LLC, Rexair Holdings, Inc., the subsidiaries of Rexair LLC from time to time party thereto, Credit Suisse, as First Lien Collateral Agent and Credit Suisse, as Second Lien Collateral Agent.

SCHEDULE II  
TO TERMINATION AND  
RELEASE AGREEMENT

Payoff Amount in Detail

<b>Principal Balance</b>	<b>Amount</b>
Term Loans	\$77,247,505.91
Revolving Loans	\$4,000,000.00

<b>Accrued Interest</b>	<b>Amount</b>
Term Loans	\$227,260.73

<b>TOTAL PAYOFF AMOUNT</b>	<b>\$81,474,766.64</b>
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SCHEDULE III  
TO TERMINATION AND  
RELEASE AGREEMENT

UCC-1 Financing Statements to be Terminated

Debtor	Secured Party	File Number	File Date	File Jurisdiction and Office
Rexair Holdings, Inc.	Credit Suisse, as First Lien Collateral Agent	5210025 4	July 8, 2005	Delaware Department of State
Rexair LLC	Credit Suisse, as First Lien Collateral Agent	5210034 6	July 8, 2005	Delaware Department of State
Rexair, Inc.	Credit Suisse, as First Lien Collateral Agent	5210041 1	July 8, 2005	Delaware Department of State

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