

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust (as successor to Aerial Fortune Limited), as Collateral Agent		08/19/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Safe-Guard Products International, LLC		
Street Address:	Two Concourse Pkwy		
Internal Address:	Suite 500		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3996247	SAFE-GUARD	
Registration Number:	3996246	SAFE-GUARD	
Registration Number:	3904179	SAFE-GUARD	
Registration Number:	4005642	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	
Registration Number:	4005641	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	
Registration Number:	4005639	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	
Registration Number:	4099823	SAFE-DRIVE	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	212-859-8000		
Email:	teas@ffhsj.com,jason.greenberg@friedfrank.com		
Correspondent Name:	Jason Greenberg		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	34037-1 GREENBERG		

CH \$190.00 3996247

TRADEMARK

NAME OF SUBMITTER:	Jason Greenberg
SIGNATURE:	/JG/
DATE SIGNED:	08/21/2014
Total Attachments: 3 source=Safeguard - 2014 Payoff - Trademark Release (executed)#page1.tif source=Safeguard - 2014 Payoff - Trademark Release (executed)#page2.tif source=Safeguard - 2014 Payoff - Trademark Release (executed)#page3.tif	

**RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS** is made as of August 19, 2014 (this “**Release**”) by WILMINGTON TRUST, NATIONAL ASSOCIATION (as successor to Aerial Fortune Limited), as collateral agent (in such capacity, the “**Collateral Agent**”) in favor of SAFE-GUARD PRODUCTS INTERNATIONAL, LLC, a Georgia limited liability company (the “**Grantor**”). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, the Grantor is party to a Second Lien Intellectual Property Security Agreement, dated as of December 21, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among GUARD HOLDING CORP., a Delaware corporation, SG ACQUISITION, INC., a Delaware corporation (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent, pursuant to which the Grantor executed and delivered to Collateral Agent that certain Second Lien Trademark Short Form Security Agreement, dated as of December 21, 2012 (the “**Grant of Security Interest in United States Trademarks**”);

WHEREAS, pursuant to the terms and conditions of the Security Agreement and Grant of Security Interest in United States Trademarks, the Grantor granted a security interest in all right, title or interest in or to the Trademark Collateral:

WHEREAS, the Grant of Security Interest in United States Trademarks was recorded with the United States Patent and Trademark Office on December 26, 2012 at Reel/Frame 4929/0251; and

WHEREAS, the Collateral Agent has agreed to terminate and release the security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Collateral Agent hereby terminates and releases in its entirety its security interest in all the Grantor’s right, title, and interest in, to and under the Trademark Collateral, and reassigns to the Grantor any and all right, title and interest it may have in such Trademark Collateral.


2. This Release may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

3. The Collateral Agent authorizes and requests that the Commissioner for Patents and Trademarks and any other applicable government officer record this Release.

4. This Release shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in United States Trademarks to be duly executed as of the date first set forth above.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent




By: _____ 

Name: Joseph B. Fell

Title: Vice President

Schedule I

United States Trademarks and Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>
Safe-Guard Products International, LLC	SAFE-GUARD	3,996,247	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD	3,996,246	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD	3,904,179	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD Products International, LLC 	4,005,642	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD Products International, LLC 	4,005,641	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD Products International, LLC 	4,005,639	U.S.
Safe-Guard Products International, LLC	SAFE-DRIVE	4,099,823	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD	1523927-00 (application)	Canada
Safe-Guard Products International, LLC	SAFE-GUARD & DESIGN	1523936-00 (application)	Canada
Safe-Guard Products International, LLC	SAFE-GUARD	1228888	Mexico