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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM315771

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HARBERT MEZZANINE PARTNERS II SBIC, L.P.		08/29/2014	PARTNERSHIP:

RECEIVING PARTY DATA

Name:	NARCOTE, LLC	
Street Address:	800 Mountain View Drive	
City:	Piney Flats	
State/Country:	TENNESSEE	
Postal Code:	37686	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78408651	OPS TECHNICAL GEAR
Registration Number:	2504033	ALLER-SOFT

CORRESPONDENCE DATA

Fax Number: 9015770783

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: 901-579-3128

Email: wrobertson@bakerdonelson.com

Correspondent Name: Wendy Robertson
Address Line 1: 6060 Poplar Avenue

Address Line 2: Suite 440

Address Line 4: Memphis, TENNESSEE 38119

ATTORNEY DOCKET NUMBER:	2825409-000007
NAME OF SUBMITTER:	Wendy Robertson
SIGNATURE:	/wrobertson/
DATE SIGNED:	09/02/2014

Total Attachments: 4

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TRADEMARK

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TRADEMARK REEL: 005355 FRAME: 0259

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release"), is made and effective as of August 29, 2014 and granted by HARBERT MEZZANINE PARTNERS II SBIC, L.P. (the "Lender"), a Delaware limited partnership, located at One Riverchase Parkway South, Birmingham, Alabama, in favor of NARCOTE, LLC, a Delaware limited liability company, and its successors, legal representatives and assignees (the "Grantor").

WHEREAS, Grantor entered into a Loan Agreement dated as of August 25, 2006 (the "Loan Agreement"), with Lender;

WHEREAS, in connection with the Loan Agreement, Grantor executed and delivered to Lender that certain Security Agreement dated as of August 25, 2006, made by and among Grantor and Lender (the "Security Agreement");

WHEREAS, pursuant the Security Agreement, Grantor pledged and granted to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel No. 003379 / Frame No. 0606 on August 29, 2006; and

WHEREAS, Grantor have requested that Lender enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest Lender may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

- 1. <u>Definition</u>. The term "Trademark Collateral", as used herein, shall mean all of Grantor's right, title and interest of every kind and nature as of the date hereof in the following (collectively, the "Trademark Collateral"):
- (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, whether registered or unregistered, including but not limited to the trademark registrations and applications set forth in <u>Schedule 2</u> hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof ("Trademarks");
- (b) any and all license and other agreements in which Grantor directly or indirectly has granted or is granted a license or other right, whether exclusive or non-

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exclusive, (i) to use or develop any Trademarks (ii) to receive royalties, revenues, income or other payment related to any Trademarks, or (iii) to exercise any other right with respect to any Trademarks;

- (c) all tangible embodiments of the foregoing;
- (d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- Release of Security Interest. Lender, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral and reassigns to Grantor any and all such right, title and interest that it may have in the Trademark Collateral.
- 3. <u>Further Assurances</u>. Lender agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which Grantor (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantor's (or its assignees') right, title and interest in and to the Trademark Collateral.
- 4. <u>Governing Law.</u> This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered as of the date first above written.

HARBERT:

HARBERT MEZZANINE PARTNERS II SBIC, L.P., a Delaware limited partnership

By: HMP II SBIC GP, LLC, its General Partner

By: Harbert Mezzanine Partners II GP, LLC, its Sole Manager

By: Harbert Mezzanine Manager II, Inc., its Sole Manger

By:
Name: John S. Scott
Title: Managing Director

STATE OF Tennessee COUNTY OF Davidson

Before me, Jennifer Schannals a Notary Public in and for the State and County aforesaid, personally appeared John S. Scott, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the market December of Harbert Mezzanine Manager II, Inc., which is the Sole Manager of Harbert Mezzanine Partners II GP, LLC, which in turn is the Sole Manager of HMP II SBIC GP, LLC, which in turn is the General Partner of Harbert Mezzanine Partners II SBIC, L.P., the within named partnership, and that he Delaware limited bargainor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by self as such was been been been self as such

WITNESS my hand and seal at office, on this the 29 day of August, 2014.

My Commission Expires:

January 9, 2018

TENNESSEE TO NOTABY

TRADEMARK

REEL: 005355 FRAME: 0262

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Application Number: 78408651

Filing Date: 04/27/2004

Registration Number:

Issue Date:

Mark: OPS Technical Gear

Drawing Type: Words, Letters, or Numbers in Block Form

Application Number: 76155760

Filing Date: 10/30/2000

Registration Number: 2504033

Issue Date: 11/06/2001

Mark: Aller-Soft

Drawing Type: Words, Letters, or Numbers in Typed Form

RECORDED: 09/02/2014

TRADEMARK
REEL: 005355 FRAME: 0263