

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		08/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Brooks Equipment Company, Inc.		
Street Address:	10926 David Taylor Drive, Suite 300		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3539662	GENUINE	
Registration Number:	3533406	GENUINE BROOKS GUARANTEED	
Registration Number:	2741536	POWER RITE	
Registration Number:	2544328	POWER RITE	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2124597136		
Email:	tbennett@goodwinprocter.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	100359.233980		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	09/03/2014		
Total Attachments: 4			

OP \$115.00 3539662

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TRADEMARK RELEASE AND REASSIGNMENT

This Trademark Release and Reassignment (this “**Release**”) is made as of August 29, 2014 by General Electric Capital Corporation, as Agent for the Secured Parties (the “**Bank**”).

WITNESSETH:

WHEREAS, Bank and Brooks Equipment Company, Inc., a Delaware corporation (“**Grantor**”) were parties to that certain Trademark Security Agreement, dated as of July 30, 2010 (the “**Agreement**”; all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement), pursuant to which Grantor granted a security interest to Bank in the Trademark Collateral, including the trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 30, 2010, at Reel 4251, Frame 0068;

WHEREAS, Grantor has requested that Bank release its security interest in and lien on all of Grantor’s right, title and interest in, to and under the Trademark Collateral and assign the same to Grantor; and

WHEREAS, Bank has agreed to release the entirety of its security interest in and lien on all of Grantor’s right, title and interest in, to and under the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Bank hereby releases its security interest in and lien on all of Grantor’s right, title and interest in, to and under the Trademark Collateral, including the following:
 - (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
2. Bank hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Bank, all of Bank’s right, title and interest (if any) in and to the

Trademark Collateral to, as applicable, the “owner” of such Trademark Collateral and authorizes this Release to be recorded with the United States Patent and Trademark Office.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Bank has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Adam Chalmers
Title: Duly Authorized Signatory

SIGNATURE PAGE TO
TRADEMARK RELEASE AND REASSIGNMENT

TRADEMARK
REEL: 005356 FRAME: 0410

SCHEDULE 1

1. REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
GENUINE	3539662	2 Dec 2008
GENUINE BROOKS GUARANTEED	3533406	18 Nov 2008
POWER RITE	2741536	29 Jul 2003
POWER RITE	2544328	5 Mar 2002

2. TRADEMARK APPLICATIONS

None.