

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		08/29/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bridgestone HosePower, LLC		
Street Address:	50 INDUSTRIAL LOOP N.		
City:	ORANGE PARK		
State/Country:	FLORIDA		
Postal Code:	32073		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3479971	HAMMERHEAD	
Registration Number:	2950127	FLEXTRAL	
Registration Number:	2945147	FLEXTRAL	
Registration Number:	2052408	THE HOSE BOSS	
Registration Number:	3547626	PROSHIELD	
Registration Number:	3114837	HOSE POWER	
Registration Number:	3127532	HOSE POWER	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	3123722000		
Email:	umattsson@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	092943-0011		
NAME OF SUBMITTER:	Ulrika E. Mattsson		
SIGNATURE:	/Ulrika E. Mattsson/		

CH \$190.00 3479971

DATE SIGNED:	09/16/2014
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Total Attachments: 4

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**TRADEMARK SECURITY AGREEMENT
NOTICE OF TERMINATION AND RELEASE**

This NOTICE OF TERMINATION AND RELEASE (this "Release") is dated as of August 29, 2014, and made by Bridgestone HosePower, LLC (f/k/a Masthead Industries, Inc.), a Delaware limited liability company (the "Debtor"), and Wells Fargo Bank, National Association ("Wells Fargo").

WITNESSETH

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of April 27, 2012 (as amended, supplemented or restated from time to time, the "Credit Agreement"), Wells Fargo extended credit to or for the account of the Debtor;

WHEREAS, pursuant to the Credit Agreement, the Debtor granted to Wells Fargo, in certain of its intellectual property to secure payment of the Indebtedness;

WHEREAS, in connection with the Credit Agreement, Debtor executed and delivered to Wells Fargo that certain Patent and Trademark Security Agreement dated as of April 27, 2012 (such agreement, together with all amendments and restatements, the "Trademark Security Agreement"), pursuant to which Debtor granted to Wells Fargo a security interest with power of sale to the extent permitted by law, in all of the Trademarks listed on Schedule A (the "Trademarks") to secure payment of the Indebtedness;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 30, 2012, at Reel 004767/Frame 0862;

WHEREAS, on or about June 30, 2014, all of Debtor's Indebtedness was paid in full and all commitments were terminated; and

WHEREAS, Wells Fargo terminated the Trademark Security Agreement and has agreed to terminate and release all of its security interests in the Trademarks, which Debtor had previously granted to Wells Fargo.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the parties hereby agree as follows:

1. Incorporation of Prior Agreements. All terms capitalized but not otherwise defined herein shall have the same meanings set forth in the Trademark Security Agreement.
2. Release of Security Interests. Wells Fargo hereby terminates and releases all of its security interests in the Trademarks, including but not limited to, the following:
 - a. all Trademarks, including all Trademarks referred to in Schedule A attached hereto;

- b. all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.
3. Further Assurances. Wells Fargo agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or requested by the Debtor to effect the release of the security interests contemplated hereby.

* * *

IN WITNESS WHEREOF, the parties have duly executed this Release as of the above date.

WELLS FARGO

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: Eric Montgomery

Title: SR Vice President

DEBTOR:

BRIDGESTONE HOSEPOWER, LLC
(f/k/a Masthead Industries, Inc.)

By: 

Name: Peter Osterman

Title: Senior Vice President & Chief
Financial Officer

Schedule A

TRADEMARKS

Trademark	Serial Number (Application Date)	Registration Number (Registration Date)
HAMMERHEAD	77/354,760 (December 18, 2007)	3479971 (August 5, 2008)
FLEXTRAL	78/273,816 (July 14, 2003)	2950127 (May 10, 2005)
FLEXTRAL	78/273,822 (July 14, 2003)	2945147 (April 26, 2005)
THE HOSE BOSS	75/070,449 (March 11, 1996)	2052408 (April 15, 1997)
PROSHIELD	77/213,595 (June 22, 2007)	3547626 (December 16, 2008)
HOSE POWER	78/249,068 (May 13, 2003)	3114837 (July 11, 2006)
HOSE POWER	78/249,063 (May 13, 2003)	3127532 (August 8, 2006)

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