# СН \$340.00 10

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM318983

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		09/18/2014	NATIONAL ASSOCIATION: BANK: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	DURA-LINE CORPORATION	
Street Address:	11400 PARKSIDE DRIVE, SUITE 300	
City:	KNOXVILLE	
State/Country:	TENNESSEE	
Postal Code:	37934	
Entity Type:	CORPORATION: DELAWARE	
Name:	BOREFLEX, LLC	
Street Address:	11400 PARKSIDE DRIVE, SUITE 300	
City:	KNOXVILLE	
State/Country:	TENNESSEE	
Postal Code:	37934	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark		
Registration Number:	1007560	CABLECON		
Registration Number:	3185283			
Registration Number:	1985126	DURA-LINE		
Registration Number:	2834965	FUTUREPATH		
Registration Number:	1436152	LUBADUK		
Registration Number:	1948620	PIGGYBACK		
Registration Number:	2585695	PINPOINT		
Registration Number:	1579002	SILICORE		
Registration Number:	3777656	GEOGUARD		
Registration Number:	3833948	A-D TECHNOLOGIES		
Serial Number:	77714453	DURATHANE		
Registration Number:	3071456	MICRO-GARD		
Registration Number:	3006820	PYRAMID INDUSTRIES		
		TRADEMARK		

900303122 REEL: 005374 FRAME: 0567

### **CORRESPONDENCE DATA**

**Fax Number:** 2127557306

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:** 212.326.3939

Email: NYTEF@JONESDAY.COM
Correspondent Name: SUSAN M. O'CONNOR
Address Line 1: 222 EAST 41 STREET

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	DURA-LINE TM RELEASE
NAME OF SUBMITTER:	SUSAN M. O'CONNOR
SIGNATURE:	/Susan M. O'Connor/
DATE SIGNED:	10/03/2014

### **Total Attachments: 4**

source=1 Dura-Line - Trademark Security Agreement Release (4538-0244)#page1.tif source=1 Dura-Line - Trademark Security Agreement Release (4538-0244)#page2.tif source=1 Dura-Line - Trademark Security Agreement Release (4538-0244)#page3.tif source=1 Dura-Line - Trademark Security Agreement Release (4538-0244)#page4.tif

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of September 18, 2014 (the "Effective Date"), is made by Wilmington Trust, National Association (as successor to Wilmington Trust FSB), in its capacity as collateral agent (the "Agent"), in favor of the grantor parties identified on the signature page hereto (the "Grantors").

WHEREAS, pursuant to that certain Security Agreement dated as of May 9, 2011, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, in its capacity as collateral agent for the benefit of the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of May 9, 2011 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 10, 2011 at Reel/Frame 4538/0244;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Recordation</u>. The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Release.
- 6. <u>Miscellaneous</u>. This Release shall by, and construed in accordance with the laws of the State of New York. This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitutes an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

WILMINGTON TRUST, NATIONAL ASSOCIATION, acting in its capacity as Collateral Agent on behalf of the Secured Parties

By:

Name: Title:

Joseph B. Feil

Vice President

**GRANTOR:** 

DURA-LINE CORPORATION

By: Name: Paresh Chari

Title: President and Chief Executive Officer

**GRANTOR:** 

BOREFLEX, LLC

Name: Paresh Char

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement Release (4538/0244)]

SCHEDULE I to RELEASE OF SECURITY INTEREST IN TRADEMARKS

Registered Owner	Trademark	Registration No.	Issue Date	Application No.	Application Date
DURA-LINE CORPORATION	CABLECON	1007560	25-Mar-1975	72446896	26-Jan-1973
DURA-LINE CORPORATION	DESIGN ONLY	3185283	19-Dec-2006	76639603	26-May-2005
DURA-LINE CORPORATION	DURA-LINE	1985126	9-Jul-1996	74609975	12-Dec-1994
DURA-LINE CORPORATION	FUTUREPATH	2834965	20-Apr-2004	76286370	17-Jul-2001
DURA-LINE CORPORATION	LUBADUK	1436152	14-Apr-1987	73615398	18-Aug-1986
DURA-LINE CORPORATION	PIGGYBACK	1948620	16-Jan-1996	74609946	12-Dec-1994
DURA-LINE CORPORATION	PINPOINT	2585695	25-Jun-2002	75563157	2-Oct-1998
DURA-LINE CORPORATION	SILICORE	1579002	23-Jan-1990	73761194	31-Oct-1988
DURA-LINE CORPORATION	GEOGUARD	3777656	20-Apr-2010	77820157	4-Sep-2009
DURA-LINE CORPORATION	A-D TECHNOLOGIES	3833948	17-Aug-2010	77820219	4-Sep-2009
DURA-LINE CORPORATION	DURATHANE			77714453	15-Apr-2009
BOREFLEX, LLC	MICRO-GUARD	3071456	21-Mar-2006	76537496	14-Aug-2003
BOREFLEX, LLC	PYRAMID INDUSTRIES	3006820	18-Oct-2005	76292898	31-Jul-2001

NYI-4611622v2

**RECORDED: 10/03/2014**