

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		09/05/2014	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Axalta Coating Systems IP Co. LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4354655	PERFORMANCE CLAIMS	
Serial Number:	85363260	PERFORMANCE GATEWAY	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thomas A. Polcyn		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	51017-136981		
NAME OF SUBMITTER:	Thomas A. Polcyn		
SIGNATURE:	/thomas a. polcyn/		
DATE SIGNED:	10/03/2014		
Total Attachments: 4			
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TRADEMARK

**RELEASE OF SECURITY INTEREST
IN CERTAIN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL** (this "Release") is made, as of September 5, 2014, by Barclays Bank PLC, in its capacity as collateral agent (the "Collateral Agent") in favor of Axalta Coating Systems IP Co. LLC (formerly known as U.S. Coatings IP Co. LLC) (the "Grantor").

WITNESSETH

WHEREAS, reference is made to (i) the Credit Agreement dated as of February 1, 2013 (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder) among Flash Dutch 2 B.V. (n/k/a Axalta Coating Systems Dutch Holding B. B.V.) and U.S. Coatings Acquisition Inc. (n/k/a Axalta Coating Systems U.S. Holdings, Inc.), as Borrowers, Flash Dutch 1 B.V. (n/k/a Axalta Coating Systems Dutch Holding A B.V.), as Holdings, Coatings Co. U.S. Inc. (n/k/a Axalta Coating Systems U.S., Inc.), as U.S. Holdings, Barclays Bank PLC, as Administrative Agent and Collateral Agent (in such capacity, the "Collateral Agent"), and the other parties thereto and (ii) the Security Agreement dated February 1, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other parties from time to time party thereto and the Collateral Agent. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor and the other parties to the Security Agreement have executed and delivered the Security Agreement;

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have executed the IP Security Agreement, dated February 1, 2013 (the "IP Security Agreement"), which Grantor granted a security interest in and a continuing lien on all of the Grantor's right, title, and interest in, to, and under, certain trademarks as security for the Obligations, including, without limitation, the trademark registration and pending trademark application set forth on Schedule A hereto (such trademark registration and trademark application set forth on Schedule A hereto, together with the Purchased Assets (as defined in the Purchase Agreement), the "Released Property");

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on March 28, 2013 at Reel/Frame No. 4992/0928; and

WHEREAS, pursuant to that certain Intellectual Property Purchase Agreement, dated September 5, 2014 (the "Purchase Agreement"), between the Grantor and Clayton Venture Group, L.L.C. ("Enterprise"), the Grantor has agreed to sell the Released Property to Enterprise (the "Sale"), and the Grantor requested that the Collateral Agent release its security interest in the Released Property;

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

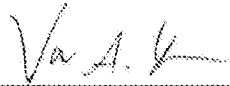
SECTION 1. LIMITED RELEASE. Relying upon the representations and certifications of the Grantor concerning the Sale, the Collateral Agent hereby, without representation, warranty or recourse of any kind: (i) terminates, cancels, discharges, and releases its security interest in and continuing lien on all of Grantor's right, title and interest in, to, and under the Released Property; and (ii) assigns to the Grantor any and all interest, if any, it may have in the Released Property or any goodwill associated therewith.

This Release is applicable only and solely with respect to the Released Property and to no other collateral arising under the Security Agreement or the IP Security Agreement (such other collateral, the "Retained Collateral"). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the IP Security Agreement with respect to all such Retained Collateral, and the Collateral Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

SECTION 2. FURTHER ASSURANCES. At the reasonable request of the Grantor, and at the Grantor's sole cost and expense, the Collateral Agent agrees to provide the Grantor with any information and additional authorization, and will execute, acknowledge and deliver any additional documents or instruments and take any additional actions reasonably necessary or as may be reasonably requested by the Grantor or its representative to effect, record, and perfect the release of the Collateral Agent's security interest in the Released Property or otherwise more fully and effectively carry out the purpose of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representative as of the day and year first written above.

BARCLAYS BANK PLC
as Collateral Agent

By: 

Name:

Title: **Vanessa A. Kurbatskiy**
Vice President

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

Reel/Frame: 4992/0928

TRADEMARK	REGISTRATION NUMBER	REG. DATE
PERFORMANCE CLAIMS	4,354,655	6/18/2013

TRADEMARK	APPLICATION NUMBER	FILING DATE
PERFORMANCE GATEWAY	85/363,260	7/05/2011

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