

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM319304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPG SPECIALTY LENDING, INC.		10/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BURKE INDUSTRIES (DELAWARE), INC.		
Street Address:	2250 SOUTH TENTH STREET		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1063868	BURKE INDUSTRIES	
Registration Number:	1339210	BURKEBASE	
Registration Number:	1372591	DOCKSIDERS	
Registration Number:	3835612	ECOFITNESS	
Registration Number:	3234504	ECOSCORE	
Registration Number:	1188755	ENDURA	
Registration Number:	1787537	FLECKSIBLES	
Registration Number:	1355586	MAXXI-TREAD	
Registration Number:	1851494	MERCER	
Registration Number:	1518089	ROULEAU	
Registration Number:	1651500	RUBBERMYTE	
Registration Number:	3359028	STEP-BOND	
Registration Number:	1829424	UNI-COLOR	
Registration Number:	3359093	UNI-STEP	
Registration Number:	1737636	VAC-Q-ROOF	
CORRESPONDENCE DATA			
Fax Number:	2159727725		
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.			
TRADEMARK			

CH \$390.00 1063868

Phone: 215-972-7777
Email: dcasalvera@saul.com
Correspondent Name: SAUL EWING LLP
Address Line 1: BRIAN R. LANDRY
Address Line 2: 1500 MARKET STREET, 38TH FLOOR
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19102-2186

ATTORNEY DOCKET NUMBER:	904865.00580
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NAME OF SUBMITTER:	Brian R. landry
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SIGNATURE:	/Brian R. Landry/
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DATE SIGNED:	10/07/2014
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Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of October 1, 2014 (the "Effective Date") by **TPG SPECIALTY LENDING, INC.**, a Delaware corporation, in its capacity as Collateral Agent for itself and certain lenders (in such capacity, the "Grantee"), in favor of **BURKE INDUSTRIES (DELAWARE), INC.**, a Delaware corporation (the "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Grant of a Security Interest – Trademarks, dated as of March 2, 2012 (the "Trademark Security Agreement"), made by the Grantor in favor of the Grantee, the Grantor granted to the Grantee for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement referred to in the Trademark Security Agreement), a continuing security interest in and to all of the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks set forth on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 9, 2012, at Reel/Frame 4733/0953; and

WHEREAS, Grantor has requested and Grantee has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest and continuing lien on the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee, without any representation or warranty, and without recourse to Grantee or any Secured Party, hereby (a) terminates the Trademark Security Agreement, and (b) terminates, cancels and releases any and all security interests it has against the Collateral.


For the avoidance of doubt, nothing in this Release shall be deemed a representation or warranty with respect to the Collateral, the Grantor's or the Grantee's right, title or interest therein or thereto, or the release granted herein, and neither the Grantor nor any other third party shall have any recourse against the Collateral Agent or any Secured Party, in any way in connection with the Collateral or this Release.

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

TPG SPECIALTY LENDING, INC.,
as Collateral Agent

By: 
Name: Michael Fishman
Title: CEO

[Signature Page to Release of Security Interest In Trademarks - Burke]

TRADEMARK
REEL: 005376 FRAME: 0659

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS, REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS

United States

BURKE INDUSTRIES (STYLIZED), Reg. 1063868
BURKEBASE, Reg. 1339210
DOCKSIDERS (STYLIZED), Reg. 1372591
ECOFITNESS, Reg. 3835612
ECOSCORE (AND DESIGN), Reg. 3234504
ENDURA, Reg. 1188755
FLECKSIBLES, Reg. 1787537
MAXXI-TREAD, Reg. 1355586
MERCER, Reg. 1851494
ROULEAU, Reg. 1518089
RUBBERMYTE, Reg. 1651500
STEP-BOND, Reg. 3359028
UNI-COLOR, Reg. 1829424
UNI-STEP, Reg. 3359093
VAC-Q-ROOF, Reg. 1737636

LICENSE AGREEMENTS

1. License Program Certificate dated as of August 2, 2006, by and between CA, Inc. ("CA") and Burke Industries (Delaware), Inc.
2. Purchase Order Terms and Agreement dated February 2006, by and between CA and Burke Industries (Delaware), Inc. (the "CA Purchase Order").
3. Burke Industries (Delaware), Inc. has a license to use the Purchasing Quick Receiver software, pursuant to an Invoice dated as of June 8, 2007, by and between Burke Industries (Delaware), Inc. and Midrange Software, Inc.
4. Pursuant to the Salesforce Agreement (as defined herein), Burke Industries (Delaware), Inc. has a non-exclusive, non-transferable worldwide right to use Salesforce.com's online service and offline components.
5. Burke Industries (Delaware), Inc. has a license to use the CISCO Smartnet software, pursuant to an invoice dated June 11, 2007 to Skyline Advanced Technology Services.
6. Burke Industries (Delaware), Inc. has licenses to use certain software produced by Symantec Corp.
7. Burke Industries (Delaware), Inc. has a non-exclusive, non-transferable and non-assignable right to install the Trend Micro PC-illin Internet Security 2007 software, pursuant to an End User License Agreement dated August 2006, by and between Trend Micro Incorporated and Burke Industries (Delaware), Inc.

8. Pursuant to a supply agreement (the "Supply Agreement") entered into in November 2004, by and between a customer of Burke DE (the "Customer") and Burke DE, Burke DE has a limited license to reproduce the "Buyer Marks" (as defined in the Supply Agreement).
9. Pursuant to a Distribution Agreement dated as of April 3, 1993, by and between Burke Industries (Delaware), Inc. (using the name of "Burke Rubber Company") and Allied Building Products Corp. ("Allied"), Burke Industries (Delaware), Inc. has granted a limited license to Allied to use the "Burkeline" registered trademark in Allied's advertising and promotional material of Burkeline Roofing Products.
10. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Bradco Supply ("Bradco"), Burke Industries (Delaware), Inc. has granted a limited license to Bradco to use the "Burkeline" registered trademark in Bradco's advertising and promotional material of Burkeline Roofing Products.
11. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and CC Supply Corp. ("CCSC"), Burke Industries (Delaware), Inc. has granted a limited license to CCSC to use the "Burkeline" registered trademark in CCSC's advertising and promotional material of Burkeline Roofing Products.
12. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Inter Mountain Supply ("Inter Mountain"), Burke Industries (Delaware), Inc. has granted a limited license to Inter Mountain to use the "Burkeline" registered trademark in Inter Mountain's advertising and promotional material of Burkeline Roofing Products.
13. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Mac Arthur Company ("Mac Arthur"), Burke Industries (Delaware), Inc. has granted a limited license to Mac Arthur to use the "Burkeline" registered trademark in Mac Arthur's advertising and promotional material of Burkeline Roofing Products.
14. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Roofers Supply ("Roofers"), Burke Industries (Delaware), Inc. has granted a limited license to Roofers to use the "Burkeline" registered trademark in Roofer's advertising and promotional material of Burkeline Roofing Products.
15. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Advanced Roofing Technologies ("Advanced Roofing"), Burke Industries (Delaware), Inc. has granted a limited license to Advanced Roofer to use the "Burkeline" registered trademark in Advanced Roofer's advertising and promotional material of Burkeline Roofing Products.
16. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and All Weather Roof Products ("All Weather"), Burke Industries (Delaware), Inc. has granted a limited license to All Weather to use the "Burkeline" registered trademark in All Weather's advertising and promotional material of Burkeline Roofing Products.
17. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Chris Sennott ("Sennott"), Burke Industries (Delaware),

Inc. has granted a limited license to Sennott to use the "Burkeline" registered trademark in Sennott's advertising and promotional material of Burkeline Roofing Products.

18. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Creative Exterior Materials ("Creative"), Burke Industries (Delaware), Inc. has granted a limited license to Creative to use the "Burkeline" registered trademark in Creative's advertising and promotional material of Burkeline Roofing Products.
19. Pursuant to a Distribution Agreement dated as of January 1, 2007, by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Dave Kauffman ("Kauffman"), Burke Industries (Delaware), Inc. has granted a limited license to Kauffman to use the "Burkeline" registered trademark in Kauffman's advertising and promotional material of Burkeline Roofing Products.
20. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Fitzsimon ("Fitzsimon"), Burke Industries (Delaware), Inc. has granted a limited license to Fitzsimon to use the "Burkeline" registered trademark in Fitzsimon's advertising and promotional material of Burkeline Roofing Products.
21. Pursuant to a Distribution Agreement dated as of January 3, 2000, by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Greg Ludlow and Assoc. L.L.C. ("Ludlow"), Burke Industries (Delaware), Inc. has granted a limited license to Ludlow to use the "Burkeline" registered trademark in Ludlow's advertising and promotional material of Burkeline Roofing Products.
22. Pursuant to a Distribution Agreement dated as of September 7, 1989, by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Pacific West Representatives ("Pacific"), Burke Industries (Delaware), Inc. has granted a limited license to Pacific to use the "Burkeline" registered trademark in Pacific's advertising and promotional material of Burkeline Roofing Products.
23. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Pro-Fast Inc. ("Pro-Fast"), Burke Industries (Delaware), Inc. has granted a limited license to Pro-Fast to use the "Burkeline" registered trademark in Pro-Fast's advertising and promotional material of Burkeline Roofing Products.
24. Pursuant to a Distribution Agreement by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Weather Safe Resource ("Weather Safe"), Burke Industries (Delaware), Inc. has granted a limited license to Weather Safe to use the "Burkeline" registered trademark in Weather Safe's advertising and promotional material of Burkeline Roofing Products.
25. Pursuant to a Distribution Agreement dated as of September 25, 2007, by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Architects & Engineers Service Company ("AESC"), Burke Industries (Delaware), Inc. has granted a limited license to AESC to use the "Burkeline" registered trademark in AESC's's advertising and promotional material of Burkeline Roofing Products.
26. Pursuant to a Distribution Agreement dated as of September 18, 2007, by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and William Blasek

("Blasek"), Burke Industries (Delaware), Inc. has granted a limited license to Blasek to use the "Burkeline" registered trademark in Blasek's advertising and promotional material of Burkeline Roofing Products.

27. Pursuant to a Distribution Agreement dated as of September 20, 2007, by and between Burke Industries (Delaware), Inc. (using the name "Burke Rubber Company") and Leslie Harris ("Harris"), Burke Industries (Delaware), Inc. has granted a limited license to Harris to use the "Burkeline" registered trademark in Harris' advertising and promotional material of Burkeline Roofing Products.
28. Burke Industries (Delaware), Inc. has a subscription to the "iPrism" program, pursuant to an agreement with St. Bernard Software.
29. Burke Industries (Delaware), Inc. has a license to use the 100 Asset Account CONV software from Sage Software.
30. Pursuant to the Teaming Agreement dated November 2007, by and between Burke Industries (Delaware), Inc. and Bright Energy Inc. ("Bright"), Burke Industries (Delaware), Inc. and Bright will work together to develop and manufacture a proprietary patented solar integrated Hypalon negative pressure roofing system.