

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320265

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		10/14/2014	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Schrader-Bridgeport International, Inc.
Street Address:	205 Frazier Road
City:	Alta Vista
State/Country:	VIRGINIA
Postal Code:	24517
Entity Type:	CORPORATION: DELAWARE
Name:	Schrader Electronics, Inc.
Street Address:	101 Evergreen
City:	Springfield
State/Country:	TENNESSEE
Postal Code:	37172
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3843957	AIRAWARE
Registration Number:	0934353	BRIDGEPORT
Registration Number:	3130596	CAPALERT
Registration Number:	3967087	EZ-SENSOR
Registration Number:	3495781	GEYSER
Registration Number:	2845900	NITRO AIR
Registration Number:	1776405	PRIMARY SEAL
Registration Number:	0174164	SCHRADER
Registration Number:	0173962	SCHRADER
Registration Number:	3941109	SCHRADER
Registration Number:	3670084	SCHRADERAIR
Registration Number:	3986311	
Registration Number:	1298547	VISUALIZER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4317631	EZ-TIRE
Serial Number:	85058701	MAXFLOW

CORRESPONDENCE DATA

Fax Number: 2127352000
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: 2127353000
Email: justin.selle@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	161130/2
NAME OF SUBMITTER:	Elaine d. ziff
SIGNATURE:	/eziff/
DATE SIGNED:	10/16/2014

Total Attachments: 6
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RELEASE OF SECOND LIEN SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS, dated as of October 14, 2014 ("Release") is made by BARCLAYS BANK PLC, a United Kingdom Corporation with its principal offices at 745 Seventh Avenue, New York, New York 10019, in its capacity as Collateral Agent under the Second Lien Security Agreement, as defined below (the "Collateral Agent"), in favor of SCHRADER-BRIDGEPORT INTERNATIONAL, INC., a Delaware corporation with its principal offices at 205 Frazier Road, Alta Vista, VA 24517 and SCHRADER ELECTRONICS, INC., a Delaware corporation with its principal offices at 101 Evergreen Drive, Springfield, TN 37172 (each, a "Grantor", and, together, the "Grantors").

WHEREAS, to secure the payment of all the Secured Obligations, of each of the Grantors executed and delivered to the Collateral Agent:

(i) the Second Lien Security Agreement among the Grantor and the Collateral Agent, dated as of April 27, 2012, among the Grantors, among other grantors, and the Collateral Agent (as amended, modified, restated and/or supplemented to the date hereof, the "Security Agreement") and

(ii) the Grant of Security Interest in United States Trademarks, dated as of April 27, 2012 among the Grantors and the Collateral Agent (the "Trademark Security Agreement"), which Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on April 27, 2012 at REEL 004766/ FRAME 0331 (with respect to the Trademarks owned by Schrader-Bridgeport International Inc.), at REEL 004766/ FRAME 0297 (with respect to the Trademarks owned by Schrader Electronics, Inc.) and

WHEREAS, pursuant to the Second Lien Security Agreement and the Trademark Security Agreement, the Grantors granted to the Collateral Agent a continuing security interest in: (i) all of the Grantor's right, title and interest in, to and under all of the Grantors' United States trademarks, trademark registrations and trademark applications (the "Marks"), including those set forth on Schedule A attached to the Trademark Security Agreement, subject to certain exceptions specified therein, (ii) all Proceeds and products of the Marks, (iii) the goodwill of the business with which the Marks are associated, and (iv) all rights to past, present or future proceeds and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom (collectively, the "Trademark Collateral") and

WHEREAS, the Termination Date under the Security Agreement has occurred and Collateral Agent has agreed to execute, acknowledge and deliver this Release, releasing its security interest in the Trademark Collateral.

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

1. Defined Terms. Capitalized terms used in this Release, unless otherwise defined in this Release, shall have the meanings set forth for such terms in the Security Agreement, Trademark Security Agreement, or Amended and Restated Trademark Security Agreement, as applicable.

2. Release of Lien. The Collateral Agent hereby releases and terminates its continuing security interest in the Trademark Collateral, including the U.S. registered trademarks and trademark applications set forth in Schedule A hereto, all without representation, warranty or recourse.

3. Further Assurances. Upon the reasonable request of Grantors, and at Grantors' sole cost and expense, the Collateral Agent agrees to execute and deliver to Grantors all further documents and other instruments necessary to fully terminate and release Collateral Agent's security interest in the Trademark Collateral.

4. Authorization to Record. The Grantor's authorize and request that the Commissioner of Patents and Trademarks and any other applicable government official record this Release.

5. Choice of Law and Forum. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND EACH OTHER SECURED PARTY SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO AND EACH OTHER SECURED PARTY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR, EACH LENDER AND THE COLLATERAL AGENT HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH GRANTOR, EACH LENDER AND THE COLLATERAL AGENT IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. EACH PARTY HERETO AND EACH OTHER SECURED PARTY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER) IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

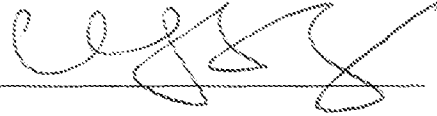
6. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Release by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the undersigned have executed this RELEASE OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS as of the date first above written.

BARCLAYS BANK PLC, as Collateral Agent

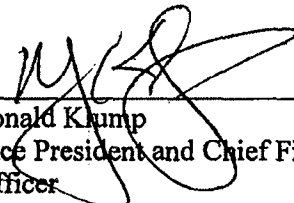
By _____
Name:
Title:



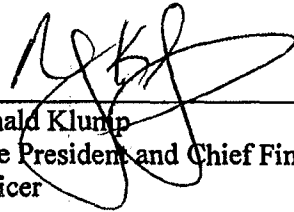
Craig Malloy
Director

IN WITNESS WHEREOF, the undersigned have executed this RELEASE OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS as of the date first above written.

SCHRADER-BRIDGEPORT INTERNATIONAL,
INC., as Grantor

By 
Name: Ronald Klump
Title: Vice President and Chief Financial
Officer

SCHRADER ELECTRONICS, INC.,
as Grantor

By 
Name: Ronald Klump
Title: Vice President and Chief Financial
Officer

**SCHEDULE A TO
RELEASE OF SECOND LIEN SECURITY INTEREST IN UNITED STATES
TRADEMARKS**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
AIRAWARE	U.S.	77/803277 8/12/2009	3843957 9/7/2010	Schrader-Bridgeport International, Inc.
BRIDGEPORT	U.S.	72/400608 8/19/1971	0934353 5/23/1972	Schrader-Bridgeport International, Inc.
CAPALERT	U.S.	78/343686 12/19/2003	3130596 8/15/2006	Schrader-Bridgeport International, Inc.
EZ-SENSOR	U.S.	77/848248 10/14/2009	3967087 5/24/2011	Schrader-Bridgeport International, Inc.
GEYSER	U.S.	77/388094 2/4/2008	3495781 9/2/2008	Schrader-Bridgeport International, Inc.
NITRO AIR	U.S.	76/434168 7/25/2002	2845900 5/25/2004	Schrader-Bridgeport International, Inc.
PRIMARY SEAL	U.S.	74/284425 6/15/1992	1776405 6/15/1993	Schrader-Bridgeport International, Inc.
SCHRADER	U.S.	71/180084 5/2/1923	0174164 10/9/1923	Schrader-Bridgeport International, Inc.
SCHRADER	U.S.	71/171512 11/2/1922	0173962 10/2/1923	Schrader-Bridgeport International, Inc.
SCHRADER and Design	U.S.	77/522257 7/15/2008	3941109 4/5/2011	Schrader-Bridgeport International, Inc.
SCHRADERAIR	U.S.	77/312888 10/25/2007	3670084 8/18/2009	Schrader-Bridgeport International, Inc.
Split Oval Design	U.S.	77/784727 7/20/2009	3986311 6/28/2011	Schrader-Bridgeport International, Inc.
VISUALIZER	U.S.	73/434951 7/18/1983	1298547 10/2/1984	Schrader-Bridgeport International, Inc.
EX-TIRE	U.S.	85/249831 2/23/2011	4317631 4/9/2013	Schrader Electronics, Inc.
MAXFLOW	U.S.	85/058701 6/9/2010	(intent-to-use application)*	Schrader-Bridgeport International, Inc.