

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM321050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		10/22/2014	Bank: ENGLAND
RECEIVING PARTY DATA			
Name:	Matrix Packaging Machinery LLC		
Street Address:	6279 Tri-Ridge Boulevard, Suite 410		
City:	Loveland		
State/Country:	OHIO		
Postal Code:	45140		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85071905	SMARTJAW	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F152321		
NAME OF SUBMITTER:	Bina Nayee		
SIGNATURE:	/Bina Nayee/		
DATE SIGNED:	10/24/2014		
Total Attachments: 4			
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of October 22, 2014, is made by Barclays Bank PLC, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of Matrix Packaging Machinery LLC ("Grantor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement (as defined below) or the Credit Agreement referred to in the Guarantee and Collateral Agreement.

WHEREAS, pursuant to that (i) certain Guarantee and Collateral Agreement, dated as of July 6, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between the Grantor, the other grantors party thereto and the Collateral Agent and (ii) that certain Trademark Security Agreement, dated as of December 6, 2011 (the "Trademark Security Agreement") executed by the Grantor in favor of the Collateral Agent, the Grantor pledged and granted to the Collateral Agent a lien on and security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below);

WHEREAS, the security interest in the Trademark Collateral granted by the Grantor to the Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on December 28, 2011, at Reel 004688 and Frame 0645; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of the Trademark Collateral.

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

1. For the purposes of this Termination, "Trademark Collateral" means any and all Trademarks to the extent a lien on and/or a security interest in any of them was granted by the Grantor to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and/or the Trademark Security Agreement, including but not limited to the following: :

- (a) Trademarks of Grantor listed on Schedule A attached hereto;
- (b) Trademark Applications of Grantor listed on Schedule A attached hereto
- (c) all Goodwill associated with such Trademarks and Trademarks Applications; and
- (d) all Proceeds of any and all of the foregoing

2. The Collateral Agent hereby authorizes the filing of this Termination in the United States Patent and Trademark Office by the Grantor (or the Grantor's designee). The Collateral Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Grantor's right, title and interest in, to and under the Trademark Collateral and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademark Collateral to the Grantor.

3. The Collateral Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

4. THIS TERMINATION SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: _____
Title: Ronnie Glenn
Vice President

Schedule A
to
Termination of Security Interest in Trademarks
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

Owner	Application Number	Trademark
Matrix Packaging Machinery LLC	85/071,905	SMARTJAW