

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Intellectual Property Security Agreement recorded at Reel 5327/Frame 0169		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		10/31/2014	Banking corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Potomac Supply, LLC		
Street Address:	1398 Kinsale Road		
City:	Kinsale		
State/Country:	VIRGINIA		
Postal Code:	22488		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1559024	POTOMAC	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	66832-00004		
NAME OF SUBMITTER:	Stephanie S. Kann		
SIGNATURE:	/stephanie s. kann/		
DATE SIGNED:	10/31/2014		
Total Attachments: 4			
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PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Partial Release of Intellectual Property Security Agreement (this “Release”) is made as of October 31, 2014, by The Bank of New York Mellon, a New York banking corporation with an office at 101 Barclay Street, Floor 7W, New York, New York 10286, in its capacity as Notes Collateral Agent under (and as defined in) the Security Agreement referred to below (the “Secured Party”) for the benefit of Potomac Supply, LLC, a Delaware limited liability company, located at 1398 Kinsale Road, Kinsale, Virginia 22488 (the “Debtor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto or referenced in the Security Agreement.

W I T N E S S E T H:

WHEREAS, the Debtor, as a grantor thereunder, each other grantor thereunder (together with the Debtor, collectively, the “Grantors”), and the Secured Party are parties to that certain Intellectual Property Security Agreement, dated as of July 18, 2014 (as amended, restated or otherwise modified through the date hereof, the “Security Agreement”), pursuant to which the Grantors have granted to the Secured Party for its benefit and the benefit of various other financial institutions, a security interest in, all of the Intellectual Property Collateral (as defined in the Security Agreement), as security for the prompt and complete payment and performance of the Grantor’s Obligations (as defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office at Reel 5327 and Frame 0169 on July 22, 2014;

WHEREAS, in reliance of the representations, warranties and certifications made pursuant to the Northwest Hardwoods, Inc. Officer’s Certificate, dated October 31, 2014, concerning the disposition of the Potomac Facility pursuant to a Stock Purchase Agreement, dated October 31, 2014 between Northwest Hardwoods, Inc. and the purchasers party thereto (the “Disposition”), the Secured Party has agreed to terminate and release its security interest and its right, title and interest in, to and under certain of the Intellectual Property Collateral identified on Schedule I attached hereto (the “Released Trademark”), such Released Trademark being owned by and registered in the name of Potomac Supply, LLC and being disposed pursuant to the Disposition; and (ii) to assign and transfer to Debtor all deeds, assignments and other instruments as may be necessary or proper to reassign, reconvey and re-vest in Debtor the entire right, title and interest to the Released Trademark as herein provided, provided, that all such instruments will be at the cost of the Debtor;

WHEREAS, nothing herein shall terminate or release any security interest in, or right title or interest of the Secured Party in, to or under any Intellectual Property Collateral under the Security Agreement other than the Released Trademark owned by and registered in the name of Potomac Supply, LLC; and

WHEREAS, the Debtor has requested that the Secured Party provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release of its security interest, and claims of security interest, in the Released Trademark and the Secured Party is willing to provide such document, subject to the terms hereof.

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

1. The Secured Party does hereby terminate, release and discharge the entirety of any and all security interests that it may have in, pursuant to the Security Agreement to the Released Trademark and any right, title or interest of the Secured Party in such Released Trademark shall hereby terminate, cease and become void. The Secured Party hereby assigns, transfers and conveys any and all right, title or interest of the Secured Party in the Released Trademark to the Debtor.

2. This Release is applicable only and solely with respect to the Released Trademark and to no other collateral arising under the Security Agreement (the "Retained Collateral"). The Secured Party retains all security interests, liens, rights, titles and interests pledged and granted to the Secured Party under the Security Agreement with respect to all such Retained Collateral, and the Secured Party'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.

3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Partial Release of Intellectual Property Security Agreement to be executed and delivered as of the date first written above.

THE BANK OF NEW YORK MELLON,
as Notes Collateral Agent

By: 

Name: Francine Kincaid

Title: Vice President

SCHEDULE I

Trademark

OWNER	REGISTRATION NUMBER	TRADEMARK
Potomac Supply, LLC	1,559,024	