# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM324063

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust		11/18/2014	National Association:

## **RECEIVING PARTY DATA**

Name:	Main Steel Polishing Company, Inc.		
Street Address:	2200 Pratt Blvd		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	CORPORATION: NEW JERSEY		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	3212058	M MAIN STEEL	
Registration Number:	3692267	THE FINISH IS JUST THE START	

### CORRESPONDENCE DATA

Fax Number: 2124464900

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: 2124464800

Email: hayley.smith@kirkland.com

Kirkland & Ellis LLP **Correspondent Name:** 

Address Line 1: Attn Hayley Smith, Sr. Legal Assistant

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	41879-132 (HS)
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	//Hayley Smith//
DATE SIGNED:	11/22/2014

#### **Total Attachments: 4**

source=Main Steel Wilmington Trademark Release (Executed 11.18.14)#page1.tif source=Main Steel Wilmington Trademark Release (Executed 11.18.14)#page2.tif source=Main Steel Wilmington Trademark Release (Executed 11.18.14)#page3.tif source=Main Steel Wilmington Trademark Release (Executed 11.18.14)#page4.tif\_\_\_\_\_\_TRADFMARK

**REEL: 005406 FRAME: 0400** 

900308002

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of November 18, 2014 ("Effective Date") by Wilmington Trust, National Association, solely in its capacity as collateral agent under the Indenture (the "Collateral Agent") in favor of Main Steel Polishing Company, Inc. (the "Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

WHEREAS, Grantor and the Collateral Agent entered into that certain Security Agreement by and between the Issuers, Grantor, the other grantors party thereto and the Collateral Agent dated November 6, 2012 (the "Security Agreement"), wherein Grantor granted to the Collateral Agent a lien on and security interest in all of its right, title and interest in, to and under the assets of Grantor;

WHEREAS, pursuant to the Security Agreement, that certain Trademark Security Agreement dated November 6, 2012 (the "<u>Trademark Security Agreement</u>") was entered into by Grantor and the Collateral Agent to record the security interest with respect to the Trademarks (as defined in the Security Agreement) of Grantor, including those items set forth on Schedule A hereto (collectively, the "<u>Trademark Collateral</u>") and was recorded with the United States Patent and Trademark Office on November 6, 2012 at Reel 4895 and Frame 0078;

WHEREAS, Grantor and the Collateral Agent are parties to that certain Lien Release dated November 18, 2014;

WHEREAS, pursuant to that certain Lien Release, the items set forth on Schedule A (the "Released Marks") securing amounts owed under the Indenture, which the Grantor previously has granted to the Collateral Agent, are hereby released and terminated; and

WHEREAS, Grantor has requested that the Collateral Agent provide a specific release of the security interest granted and recorded against the Released Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby on behalf of itself and the Secured Parties (i) releases and re-assigns to Grantor any and all liens, security interests, right, title and interest it may have in, to and under the Released Marks, together with the goodwill of the business symbolized thereby; (ii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Grantor; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under the Security Agreement with respect to the Released Marks.

This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery

TRADEMARK REEL: 005406 FRAME: 0401 of an executed signature page of this Release by facsimile transmission or by other electronic transmission (including electronic mail of a PDF copy) shall be as effective as delivery of a manually executed counterpart hereof.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Except as modified hereby, the terms and provisions of the Trademark Agreement and the other Security Documents remain unchanged and in full force and effect. Wilmington Trust, National Association is executing this Release solely in its capacity as Collateral Agent under the Indenture and not in its individual capacity. In connection with its execution and acting hereunder, the Collateral Agent is entitled to all rights, privileges, protections, immunities and benefits provided to it under the Indenture and the Security Documents.

\* \* \* \* \*

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

WILMINGTON TRUST, NATIONAL ASSOCIATION, solely in its capacity as Collateral Agent

Name: Jane Y. Schweiger

Title: Vice President

# SCHEDULE A

# 1. Registered Trademarks

Title	Registration Number	Owner	Date
M Main Steel & Design	3212058	Main Steel Polishing Company, Inc.	February 27, 2007
The Finish is Just the Start	3692267	Main Steel Polishing Company, Inc.	October 6, 2009

# 2. Trademark Applications

None.

- 4 -

**RECORDED: 11/22/2014** 

TRADEMARK REEL: 005406 FRAME: 0404