

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM324711

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release and Reassignment of Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
First New England Capital Limited Partnership		05/27/2011	LIMITED PARTNERSHIP: CONNECTICUT
First New England Capital 2, LP		05/27/2011	LIMITED PARTNERSHIP: DELAWARE
United States Small Business Administration, as Assignee of Marathon Investment Partners, LP		05/27/2011	FEDERAL AGENCY: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Pipe and Plastics, Inc.		
<b>Street Address:</b>	958 Route 11 South		
<b>City:</b>	Kirkwood		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	13795		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2306060	SNAP CLIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129096836		
<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>			
<b>Phone:</b>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Alexandra Lustig-Elgrably, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	24079-1200		
<b>NAME OF SUBMITTER:</b>	Alexandra Lustig-Elgrably		
<b>SIGNATURE:</b>	/Alexandra Lustig-Elgrably/		
<b>DATE SIGNED:</b>	12/01/2014		

TRADEMARK

**Total Attachments: 4**

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## RELEASE AND REASSIGNMENT OF TRADEMARKS

This **RELEASE AND REASSIGNMENT** is made this 27<sup>th</sup> day of May by FIRST NEW ENGLAND CAPITAL LIMITED PARTNERSHIP, FIRST NEW ENGLAND CAPITAL 2, LP, and the UNITED STATES SMALL BUSINESS ADMINISTRATION, AS ASSIGNEE OF MARATHON INVESTMENT PARTNERS, LP.

### WITNESSETH:

**WHEREAS**, First New England Capital Limited Partnership, a Connecticut limited partnership having a mailing address of 100 Pearl Street, Hartford, Connecticut 06103, First New England Capital 2, LP, a Delaware limited partnership having a mailing address of 100 Pearl Street, Hartford, Connecticut 06103, and the United States Small Business Administration, as Assignee of Marathon Investment Partners, LP (collectively, the "Assignor") and American Pipe and Plastics, Inc., a New York corporation having a mailing address at 958 Route 11 South, Kirkwood, New York 13795 (the "Assignee"), are parties to a certain Security Agreement dated as of May 30, 2001 (the "Security Agreement") pursuant to which Assignor made certain loans and other financial accommodations to Assignee. As partial security for Assignee's obligations pursuant to the Security Agreement (the "Obligations"), Assignee executed a certain Trademark Collateral Security Agreement (the "Trademark Assignment") dated as of May 30, 2001, pursuant to which Assignee granted a security interest in and to the Trademarks (including without limitation all of the Assignee's trademarks, service marks, trademark and service mark registrations, and trademark and service mark applications listed on Schedule A attached hereto).

**WHEREAS**, the Trademark Assignment was recorded in the United States Patent and Trademark Office on June 11, 2001 at Reel/Frame: 002314/0276; and

**WHEREAS**, Assignee has requested that Assignor release its security interest in the Trademarks and reassign the same to Assignee.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby releases its security interest and terminates all of its right, title and interest in all of the Trademarks arising pursuant to the Trademark Assignment, including without limitation, the trademarks, service marks, and trademark and service mark registrations and applications listed on Schedule A, attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringement thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world; and the goodwill of Assignee's business connected with and symbolized by the trademarks and service marks.

2. Assignor hereby reassigns, grants and conveys to Assignee, without any representation, recourse or undertaking by Assignor, all of Assignor's right, title and interest in and to the Trademarks.

This Agreement may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement.

IN WITNESS WHEREOF, Assignor has caused this Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

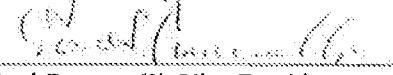
**FIRST NEW ENGLAND CAPITAL  
LIMITED PARTNERSHIP**

By FINEC CORP., Its General Partner

By:   
Paul Romanelli, Vice President

**FIRST NEW ENGLAND CAPITAL 2, LP**

By FINEC CORP., Its General Partner

By:   
Paul Romanelli, Vice President

**UNITED STATES SMALL BUSINESS  
ADMINISTRATION, as Assignee of  
Marathon Investment Partners, L.P, a  
Delaware limited partnership**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. Assignor hereby reassigns, grants and conveys to Assignee, without any representation, recourse or undertaking by Assignor, all of Assignor's right, title and interest in and to the Trademarks.

This Agreement may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement.

IN WITNESS WHEREOF, Assignor has caused this Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

**FIRST NEW ENGLAND CAPITAL  
LIMITED PARTNERSHIP**

**By FINEC CORP., Its General Partner**

By: \_\_\_\_\_  
Paul Romanelli, Vice President

**FIRST NEW ENGLAND CAPITAL 2, LP**

**By FINEC CORP., Its General Partner**

By: \_\_\_\_\_  
Paul Romanelli, Vice President

**UNITED STATES SMALL BUSINESS  
ADMINISTRATION, as Assignee of  
Marathon Investment Partners, L.P, a  
Delaware limited partnership**

By: Thomas A Morris  
Name: Thomas A Morris  
Title: Dir, Office of Liquidation

Schedule A

1. Registered Trademark No. 2,306,060 for a snap clip for fiber optic PVC device for holding and spacing conduits dated January 4, 2000.
2. New York State Trademark Registration Application for use of the words "AM-LINER" dated June 10, 1992.
3. Unregistered marks for the following products: AM-TEL; AM-COM; AM-FO; AM-DUCT; AM-LINER II; AM-FLO; AM-PIPE; and AM-CEL.

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