# CH \$140.00 328

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM325706

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		12/05/2014	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	De Luxe Packaging Corp.	
Street Address:	3900 W. 43rd Street	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60632	
Entity Type:	CORPORATION: NEW YORK	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Registration Number:	3250249	BAKER'S-RITE	
Registration Number:	2691915	DLP DE LUXE	
Registration Number:	3250250	EASY GLIDE	
Registration Number:	3349866	BAKER'S MATE	
Registration Number:	4183704	DLP DE LUXE DIVISION OF DLP	

### **CORRESPONDENCE DATA**

**Fax Number:** 3125774565

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:** 312-577-8265

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-544
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	12/10/2014

**Total Attachments: 4** 

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TRADEMARK

REEL: 005416 FRAME: 0966

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of December 5, 2014 ("Effective Date") by U.S. Bank National Association, as Secured Notes Collateral Agent, with an office at 60 Wall Street, New York, New York 10005 ("Grantee"), in favor of **De Luxe Packaging Corp.**, a New York corporation with an office at 3900 W. 43rd Street, Chicago, Illinois 60632 ("Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Notes Security Agreement (referenced below).

WHEREAS, Grantor entered into that certain Supplement to Pledge and Security Agreement, dated as of November 30, 2012, by and among the Grantor, certain of Grantors affiliates and Grantee, which supplemented that certain Pledge and Security Agreement, dated as of February 1, 2011, by and among certain of Grantor's affiliates, and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, the "Notes Security Agreement");

WHEREAS, subject to the terms and conditions of the Notes Security Agreement, to evidence further the security interest granted by Grantor to Grantee pursuant to the Notes Security Agreement, Grantor and Grantee entered into that certain Grant of Security Interest in Trademarks, dated as of November 30, 2012 (the "Trademark Security Agreement");

**WHEREAS**, pursuant to the Notes Security Agreement and the Trademark Security Agreement, Grantor granted to Grantee, for the benefit of the Notes Secured Parties, a continuing lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks, including, without limitation, those Trademarks set forth on <u>Schedule A</u> hereto (collectively, the "<u>Trademark Collateral</u>");

**WHEREAS,** the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 30, 2012 at Reel/Frame 4910/0611;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee with respect to the Trademark Collateral; and

**WHEREAS,** Grantor desires that Grantee terminates and releases its security interest in the Trademark Collateral.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, releases and discharges fully, without recourse and without representation or warranty of any kind (either express or implied), its lien on, and security interest in and to, all of the right, title and interest of the Grantee in, to and under the Trademark Collateral, including but not limited to the Trademarks listed on <u>Schedule A</u> hereto, and all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral.

The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademark Collateral. Grantee hereby authorizes Grantor to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Grantee acknowledges and agrees that the Notes Security Agreement and Trademark Security Agreement have been terminated (other than any contingent liabilities or indemnities that expressly survive termination of the Notes Security Agreement and the other Collateral Documents).

Grantee shall take all further actions, and provide to Grantor at Grantor's expense, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Agreement may be executed in any number of 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.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

U.S. BANK NATIONAL ASSOCIATION, as Secured Notes Collateral Agent

By: Linda E. Garcia

Title: Vice President

Date: December 5, 2014

REEL: 005416 FRAME: 0970

# SCHEDULE A

# $\underline{Trademarks}$

<u>Trademark</u>	<u>Status</u>	<u>Owner</u>	Reg No	Reg Date
BAKER'S- RITE	Registered	De Luxe Packaging Corp.	3250249	06/12/2007
DLP DE LUXE & DESIGN	Registered	De Luxe Packaging Corp.	2691915	04/03/2003
EASY GLIDE	Registered	De Luxe Packaging Corp.	3250250	06/12/2007
BAKER'S MATE	Registered	De Luxe Packaging Corp.	3349866	04/12/2007
DLP DE LUXE DIVISION OF DLP	Registered	De Luxe Packaging Corp.	4183704	07/03/2012