

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326176

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A., SUCCESSOR-IN-INTEREST TO FLEET CAPITAL CORPORATION, as agent		12/11/2014	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TDC FILTER MANUFACTURING, INC.		
<b>Street Address:</b>	7720 Lehigh Avenue		
<b>City:</b>	Niles		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60714		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2250278	PLEAT PLUS	
<b>Registration Number:</b>	1744417	WE TAKE THE DUST OUT OF INDUSTRY	
<b>Registration Number:</b>	1720100	PLEATKEEPER	
<b>Registration Number:</b>	1835173	EFC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>	312-609-7897		
<b>Email:</b>	hmiller@vedderprice.com		
<b>Correspondent Name:</b>	Holly Miller		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	02795000132		
<b>NAME OF SUBMITTER:</b>	Holly Miller		
<b>SIGNATURE:</b>	/Holly Miller/		
<b>DATE SIGNED:</b>	12/15/2014		
<b>Total Attachments: 4</b>			

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is made as of December 11, 2014 (this "Release") by BANK OF AMERICA, N.A., the successor-in-interest to FLEET CAPITAL CORPORATION, in its capacity as agent ("Agent"), in favor of TDC FILTER MANUFACTURING, INC., a Delaware corporation, having an office at 7720 Lehigh Avenue, Niles, Illinois 60714 ("Grantor"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as defined below).

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto ("Listed Trademarks"), which trademarks are registered in the United States Patent and Trademark Office (the "Office");

WHEREAS, pursuant to that certain Trademark and License Security Agreement, dated as of July 11, 2002 (the "Agreement"), Grantor pledged and granted to Agent, a first priority security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed (collectively, "Trademark Collateral"): (i) trademarks, registered trademarks and trade mark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A thereto, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph, being sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); (ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B to the Agreement, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest, use, transfer, or assignment contemplated by this Agreement.

WHEREAS, the Trademark Security Agreement was previously filed for the record in the Office on August 12, 2002 on Reel No. 002559, Frame No. 0235;

WHEREAS, Agent has, at the Grantor's request, agreed to release its security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral, including the Listed Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates, releases and discharges fully its security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral, including the Listed Trademarks.

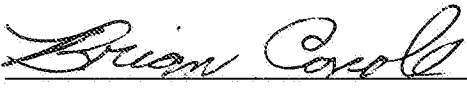
Agent hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the Office. Agent hereby undertakes and agrees to do such things and to execute such further lawful documents, assurances, applications and other instruments as may be required to give effective legal, registered and unencumbered title to the Grantor in and to the Trademark Collateral, including but not limited to the Listed Trademarks and the registrations thereof all without further considerations.

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 Illinois, without regard to conflicts of laws of principles thereof.

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*Signature Page to Release of Security Interest in Trademarks – TDC Filter*

**BANK OF AMERICA, N.A.**

By: 

Name: Brian Conole

Title: Senior Vice President

EXHIBIT A  
TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u> <u>FILING DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>	<u>GOODS</u>
Pleat Plus	USA	75-306,249 6/9/97	2,250,278 6/1/99	Industrial Air Filters
We Take The Dust Out Of Industry	USA	74-264,545 4/10/92	1,744,417 1/5/93	Air Filters for Dust removal for use in Industrial Installations
Pleatkeeper	USA	74-225,686 11/27/91	1,720,100 9/29/92	Industrial Dust Filters
EFC	USA	74-424850 8/16/93	1,835,173 5/10/94	Modular Cartridge Filters for Gas Turbines