

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., SUCCESSOR-IN-INTEREST TO FLEET CAPITAL CORPORATION, as agent		12/11/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MIDWESCO FILTER RESOURCES, INC.		
Street Address:	400 Battaile Drive		
City:	Winchester		
State/Country:	VIRGINIA		
Postal Code:	22601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2017823	LEAK SEEKER	
Registration Number:	2138168	LEAK SEEKER	
Registration Number:	2094231	SEAMLESS TUBE	
Registration Number:	1691067	PREKOTE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	02795000132		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	12/15/2014		
Total Attachments: 4			

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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 MIDWESCO FILTER RESOURCES, INC., a Delaware corporation, having an office at 400 Battaile Drive, Winchester, Virginia 22601 ("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. 0290;

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.

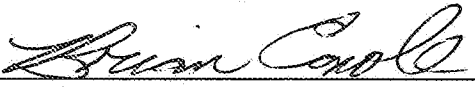
Agent hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the Office. Agent hereby undertakes and agrees to do such things and to execute such further lawful documents, assurances, applications and other instruments as may be required to give effective 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 - Midwesco

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. FILING DATE</u>	<u>REG. NO. REG. DATE</u>	<u>GOODS</u>
Leak Seeker	USA	75-038-574 12/29/95	2,017,823 11/19/96	Repair of Industrial Air Filter Systems
Leak Seeker	USA	75-038,566 12/29/95	2,138,168 2/24/98	Optical Inspection Apparatus for Industrial Use, namely, for Detecting Leaks in Industrial Air Filter Systems
Seamless Tube	USA	75-038-565 12/29/95	2,094,231 9/9/97	Air Filter for Industrial Installations
Prekote	USA	74-173,710 6/7/91	1,691,067 6/9/92	Powered Filter Aid for Filter Bags used to separate Particulate Materials from Flowing Gases