

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337678

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse Cayman Islands Branch		03/26/2015	Cayman Islands Branch of a Bank organized under the laws of Switzerland: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deffenbaugh Industries, Inc.		
<b>Street Address:</b>	2601 Midwest Drive		
<b>City:</b>	Kansas City		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	66111		
<b>Entity Type:</b>	CORPORATION: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2634032	JOHNNY ON THE SPOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9137451539		
<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>	913-745-1530		
<b>Email:</b>	ykorb@deffenbaughinc.com		
<b>Correspondent Name:</b>	Yvette Korb		
<b>Address Line 1:</b>	2601 Midwest Drive		
<b>Address Line 4:</b>	Kansas City, KANSAS 66111		
<b>NAME OF SUBMITTER:</b>	Yvette Korb		
<b>SIGNATURE:</b>	/Yvette Korb/		
<b>DATE SIGNED:</b>	04/08/2015		
<b>Total Attachments: 4</b>			
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OP \$40.00 2634032



**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE, dated and effective as of March 26, 2015 is granted by CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacities, the "*Agent*") for certain banks and other financial institutions (the "*Lenders*").

**WITNESSETH**

WHEREAS, pursuant to the **First Lien Intellectual Property Security Agreement** dated December 21, 2007, as amended, supplemented or otherwise modified from time to time, made by Deffenbaugh Group Holdings, Inc. Deffenbaugh Disposal, Inc., Deffenbaugh Container Company, Inc., Deffenbaugh Industries, Inc., Deffenbaugh Recycling Company, LLC, Shawnee Rock Company, Truck and Industrial Supply, Inc. (the "*Grantors*") in favor of the Agent, a security interest ("*Security Interest*") was granted by the Grantors to the Agent in certain collateral, including the Intellectual Property Collateral (as herein defined);

WHEREAS, a Security Interest in the Intellectual Property Collateral was recorded in the United States Patent & Trademark Office on January 10, 2008 at Reel/Frame 003694/0106; and

WHEREAS, the Agent now desires to terminate and release the entirety of the Security Interest in the Intellectual Property Collateral, including without limitation those items listed on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby states as follows:

1. Definitions. The term "Intellectual Property Collateral," as used herein, shall mean all of the Grantors' right, title, and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, the Trademark set forth on Schedule I hereto, together with the goodwill symbolized thereby). The term "Trademarks" shall have the meaning provided by reference to the Security Agreement.
2. Release of Security Interest. The Agent hereby, terminates, releases, and discharges its Security Interest in and to the Intellectual Property Collateral, and any other right, title and interest of the Agent in and to such Intellectual Property Collateral shall hereby cease and become void. The Agent reassigns to the Grantors any and all such right, title and interest that it may have in the Intellectual Property Collateral.
3. Further Assurances. The Agent hereby agrees, at the request and expense of the Grantors and with the Grantors' assistance, to duly execute, acknowledge, procure and deliver any further documents or instruments and to do such other acts as may be reasonably necessary to confirm, effectuate or record the Release of the Security Interest contemplated hereby, and authorizes the Grantors to file any such

First Lien Intellectual Property Security Release

#4833-8022-6337

**TRADEMARK  
REEL: 005494 FRAME: 0744**

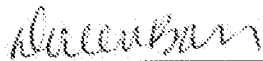
releases with the United States Patent and Trademark Office, as applicable. The Agent further authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.

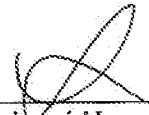
4. Expenses. All the expenses, charges and costs of whatever nature, including without limitation, tax, reasonable legal fees and notarial expenses, relating to or in any way arising out of the Release of the Security Interest contemplated herein shall be borne and paid by the Grantors.
5. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would lead to the application of the law of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

**CREDIT SUISSE AG,  
CAYMAN ISLANDS BRANCH,  
as Administrative Agent and Collateral Agent**

By:   
Name: Doreen Barr  
Title: Authorized Signatory

By:   
Name: Lingzi Huang  
Title: Authorized Signatory

SCHEDULE I

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration Number</u>
Deffenbaugh Industries, Inc.	JOHNNY ON THE SPOT, and design	June 15, 2000	October 15, 2002	2634032

First Lien Intellectual Property Security Release

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