

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		04/27/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BENTLEY MILLS, INC.		
Street Address:	14641 DON JULIAN RD		
City:	CITY OF INDUSTRY		
State/Country:	CALIFORNIA		
Postal Code:	91746		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1310199	BENTLEY	
Registration Number:	3073401	BENTLEY PRINCE STREET	
Registration Number:	2259160	PRINCE STREET	
Registration Number:	3798178	ENCORERC	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn Hayley Smith, Sr. Legal Assistant		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	17251-3 (HS)		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	04/28/2015		
Total Attachments: 3			

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RELEASE OF LIEN AND SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS RELEASE OF LIEN AND SECURITY INTEREST IN PATENTS AND TRADEMARKS (this “Release”) is made as of April 27, 2015 (“Effective Date”) by WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent (the “Agent”), in favor of Bentley Mills, Inc., a Delaware corporation formerly known as Bentley Prince Street, Inc. (the “Grantor”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Patent and Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Agent entered into that certain Credit and Security Agreement by and among Bentley Prince Street, Inc., Bentley Prince Street Holdings Inc., Bentley Mills, Inc. and Prince Street, Inc. and Wells Fargo Bank, National Association, dated as of August 17, 2012 (as amended, supplemented or restated from time to time, the “Credit Agreement”) wherein Grantor granted to the Agent a lien on and security interest in all of its right, title and interest in and to the Collateral (as defined therein) of Grantor;

WHEREAS, pursuant to the Credit Agreement, that certain Patent and Trademark Security Agreement (the “Patent and Trademark Security Agreement”), dated August 17, 2012, was entered into by the Grantor and the Agent to record the security interest with respect to the Patents and Trademarks (as defined in the Patent and Trademark Security Agreement) of Grantor, including those items set forth on Schedule A hereto (collectively, the “Patent and Trademark Collateral”) and was recorded with the United States Patent and Trademark Office on September 10, 2012, at Reel 028923, Frame 0754 and Reel 4857, Frame 0869; and

WHEREAS, the Agent has agreed to release any and all of the security interests and liens of Agent in or against, as applicable, the Patent and Trademark Collateral, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, on behalf of itself and the Lenders, without recourse and without representation or warranty of any kind, nature or description, (i) terminates the Patent and Trademark Security Agreement and releases and re-assigns, as applicable, to Grantor any and all liens, security interests, right, title and interest Agent may have in, to and under the Patent and Trademark Collateral, together with the goodwill of the business symbolized thereby and (ii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Agent’s rights, liens and security interests under the Credit Agreement and the Patent and Trademark Security Agreement, as applicable, with respect to the Patent and Trademark Collateral.

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Schedule A

Patents and Patent Applications

TITLE	COUNTRY	FILING DATE	STATUS	PATENT NO	ISSUE DATE
METHOD AND SYSTEMS FOR MANIPULATION OF IMAGES OF FLOOR COVERINGS OR OTHER FABRICS	United States of America	14-Jun- 99	Issued	6005969	21-Dec-99

Trademark Registrations and Applications

Country	Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date
USA	BENTLEY	Registered	73423968 May 2, 1983	1310199 Dec 18, 1984
USA	BENTLEY PRINCE STREET	Registered	78599482 Mar 31, 2005	3073401 Mar 28, 2006
USA	PRINCE STREET	Registered	75450808 Mar 16, 1998	2259160 Jul 6, 1999
USA	ENCORERC	Registered	77599313 Oct 23, 2008	3798178 Jun 8, 2010