# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM344397

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of the West		06/09/2015	CORPORATION: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	Macro Plastics, Inc.	
Street Address:	2250 Huntington Drive	
City:	Fairfield	
State/Country:	CALIFORNIA	
Postal Code:	94523	
Entity Type:	CORPORATION: CALIFORNIA	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2373249	MACRO DOUBLE SHUTTLE
Registration Number:	1734857	MACROTANK

### CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO TMconfirmation@mvalaw.com

**MOORE & VAN ALLEN PLLC Correspondent Name:** 

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000-027263
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	06/12/2015

### **Total Attachments: 3**

source=IP Termination#page1.tif source=IP Termination#page2.tif source=IP Termination#page3.tif

> **TRADEMARK REEL: 005550 FRAME: 0825**

#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 9, 2015 ("Release"), is made by Bank of the West, a California banking corporation ("Lender"), in favor of Macro Plastics, Inc., a California corporation ("Company").

WHEREAS, pursuant to that certain Security Agreement dated as of December 20, 2002 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Company and Lender, and the Supplemental Security Agreement (Trademarks) dated as of December 20, 2002 ("Trademark Security Agreement") by and among the Company and Lender, Company granted to the Lender a continuing security interest in all of Company's right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on February 10, 2003 at Reel 2607 Frame 0226.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Company agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

## SECTION 2. Termination and Release. Lender hereby:

- (a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement, and any other agreement under which Company has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;
- (b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto:
  - (c) represents and warrants that it has full authority to execute and deliver this Release; and
  - (d) authorizes the recordation of this Release with the USPTO at Company's expense.

SECTION 3. <u>Further Assurances</u>. Lender, at Company's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Lender will, at Company's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

TR11\913134v1

TRADEMARK
REEL: 005550 FRAME: 0826

IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Lender:

Bank of the Wesk a California banking corporation

Title: Vice President

## Schedule A

# Macro Plastics, Inc. (California Corporation)

U.S. Trademarks Subject to Security Interest Granted by Macro Plastics, Inc. In Favor of Bank of the West Recorded February 10, 2003 at Reel 2607 Frame 0226

# Registered Marks

Mark	######################################	Reg. Date
MACRO DOUBLE SHUTTLE	2373249	08/01/00
MACROTANK	1734857	11/24/92

TRHE/913134v1

TRADEMARK
REEL: 005550 FRAME: 0828