

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release (Reel 4852 / Frame 0716)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A.		08/06/2015	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cleveland Tubing, Inc.		
Street Address:	799 Industrial Drive SW		
City:	Cleveland		
State/Country:	TENNESSEE		
Postal Code:	37311		
Entity Type:	CORPORATION: TENNESSEE		
Name:	Euramax International, Inc.		
Street Address:	303 Research Drive, Suite 400		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3421606	PUMPFLEX	
Registration Number:	3225971	FLEX-DRAIN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Doris Ka, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Michael Barys/		

OP \$65.00 3421606

DATE SIGNED:	08/10/2015
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Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wells Fargo Bank, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 6, 2015

- Assignment
- Security Agreement
- Other Release (Reel 4852 / Frame 0716)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cleveland Tubing, Inc.

Street Address: 799 Industrial Drive SW

City: Cleveland

State: TN

Country: USA Zip: 37311

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Tennessee - USA
- Limited Liability Company
- Other _____ Citizenship Delaware - USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 05501.0280

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

August 7, 2015

Date

Doris Ka, Legal Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet
Release of security interest recorded at Reel 028884 / Frame 0385

Conveying Parties

	Entity	Address	Type of Entity	Jurisdiction
1.	Wells Fargo Bank, N.A., as Collateral Trustee	7000 Central Parkway NE, Suite 550 Atlanta, Georgia 30328	Bank	USA

ITEM 2

Additional Receiving Parties

	Entity	Address	Type of Entity	Jurisdiction
1.	Euramax International, Inc.	303 Research Drive, Suite 400 Norcross, GA 30092	Corpoation	Delaware

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 6, 2015 (the “Effective Date”), is made by Wells Fargo Bank, N.A., in its capacity as Collateral Trustee (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of March 18, 2011, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Trustee, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered an Intellectual Property Security Agreement, dated as of March 18, 2011 (the “Intellectual Property Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on August 29, 2012 at Reel/Frame 4852/0716;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Intellectual Property Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule 1 attached hereto, arising under the Security Agreement and the Intellectual Property Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Intellectual Property Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Intellectual Property Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**WELLS FARGO BANK, N.A., acting in its
capacity as Collateral Trustee for the Secured
Parties**

By: STEFAN VICTORY

Name: STEFAN VICTORY
Title: VICE PRESIDENT

GRANTORS:

CLEVELAND TUBING, INC.

Schedule 1

[See Attached]

United States Intellectual Property

Trademarks: Wells Fargo Bank, N.A. – Cleveland Tubing, Inc. (Reel 4852 / Frame 0716)

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Euramax International, Inc.	PUMPFLEX	77138595	03/23/2007	3421606	05/06/2008
2.	Euramax International, Inc.	FLEX-Drain	78733574	10/14/2005	3225971	04/03/2007