### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM352116

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY AGREEMENT IN TRADEMARKS (SECOND LIEN)	
SEQUENCE:	2	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION		07/31/2015	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	C.H.I. OVERHEAD DOORS, INC.	
Street Address:	1485 SUNRISE DRIVE	
City:	ARTHUR	
State/Country:	ILLINOIS	
Postal Code:	61911	
Entity Type:	CORPORATION: ILLINOIS	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3095595	C.H.I.

#### CORRESPONDENCE DATA

6508385109 Fax Number:

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.

650-838-3743 Phone:

Email: JLIK@SHEARMAN.COM

Correspondent Name: MARK LANGER

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	8088/46
NAME OF SUBMITTER:	MARK LANGER
SIGNATURE:	/MARK LANGER/
DATE SIGNED:	08/20/2015

**Total Attachments: 4** 

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# RELEASE OF SECURITY AGREEMENT IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 31<sup>st</sup> day of July, 2015, by GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent, by assignment from Wells Fargo Bank, National Association (the "Agent"), in favor of C.H.I. OVERHEAD DOORS, INC., an Illinois corporation (the "Obligor").

#### WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of August 17, 2011, by and between the parties, among others (the "Security Agreement"), the Obligor granted to the Agent a security interest in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Trademark Security Agreement, dated as of August 17, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreements"), under which the Obligor mortgaged, pledged and granted to the Agent a lien on, and security interest in and to, all of the Obligor's right, title and interest in, to and under the Trademark Collateral (together with the security interests granted pursuant to the Security Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 18, 2011 at Reel 4607/Frame 0603;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent's Security Interests in the Trademark Collateral, and the parties seek to make record of the Agent's release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

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

1. <u>Definitions</u>. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term "<u>Trademark</u> <u>Collateral</u>," as used herein, shall mean (a) all of the Obligor's right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on <u>Schedule A</u> hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on <u>Schedule A</u> hereto or by reason of injury to the goodwill associated with

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any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

- 2. <u>Release of Security Interests</u>. The Agent hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.
- 4. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

Name:

Malf McLure

Title:

Duly Authorized Signatory

# **SCHEDULE A**

# **TRADEMARKS**

Jur.	Registration Number	Mark	Owner
US	3,095,595	C.H.I.	C.H.I. Overhead Doors, Inc.

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**RECORDED: 08/20/2015**