# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM357925

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900339619

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		10/01/2015	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Chicopee, Inc.
Street Address:	9335 Harris Corners Parkway
Internal Address:	Suite 300
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28269
Entity Type:	CORPORATION: DELAWARE

### **PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3258179	С
Registration Number:	3189283	С
Registration Number:	3514345	C PRO-CHLOR
Registration Number:	3420755	C PRO-CHLOR
Registration Number:	3607776	C PRO-QUAT
Registration Number:	3447079	C PRO-QUAT
Registration Number:	3286167	CHICOPEE
Registration Number:	3290848	CHICOPEECARES
Registration Number:	0873879	
Registration Number:	3092394	C-TEX
Registration Number:	3092395	C-TEX
Serial Number:	85112269	
Registration Number:	1555808	DURAWIPE
Registration Number:	3168812	MARINE ISLAND
Registration Number:	3454372	PENTAMAX
Registration Number:	3454383	PENTAMAX
Registration Number:	1214895	PERFEX

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Property Type	Number	Word Mark
Registration Number:	3617693	POLY BREATHE
Registration Number:	3459740	POLYBREATHE LIGHT
Registration Number:	3455824	POLY BREATHE LIGHT
Registration Number:	3510171	POLYSAFE
Registration Number:	1823762	SUR-PREP
Registration Number:	1559861	WORXWELL

#### **CORRESPONDENCE DATA**

**Fax Number:** 3026365454

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:** 800-927-9801 x 62348

**Email:** jean.paterson@cscglobal.com **Correspondent Name:** Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	817799-11
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	10/08/2015

#### **Total Attachments: 3**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of October 1, 2015 (the "Effective Date"), is made by WILMINGTON TRUST COMPANY, in its capacity as Collateral Agent under the Collateral Agency Agreement and the Security Agreement (each as defined below) (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of January 28, 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") and that certain Intercreditor and Collateral Agency Agreement, dated as of January 28, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement and Collateral Agency Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of January 28, 2011 (the "<u>Trademark</u> Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 8, 2011 at Reel 4470, Frame 0804;

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

- 1. <u>Defined Terms</u>. 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 Trademark 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 Trademarks of the Grantor, including the including the trademark registrations and applications set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademarks of the Grantor under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby retransfers, re-conveys and re-assigns such right, title or interest to the Grantor. The Agent makes no representations concerning the accuracy of the recitals stated herein.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. 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. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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

WILMINGTON TRUST COMPANY, Collateral Agent

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Name:

John T. Needham, Jr.

Title:

**GRANTORS:** 

CHICOPEE, INC.

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# Schedule I

OWNER	TRADEMARK	REGISTRATION NO./ APPLICATION NO.
Chicopee, Inc.	С	3,258,179
Chicopee, Inc.	С	3,189,283
Chicopee, Inc.	C PRO-CHLOR	3,514,345
Chicopee, Inc.	C PRO-CHOR	3,420,755
Chicopee, Inc.	C PRO-QUAT	3,607,776
Chicopee, Inc.	C PRO-QUAT	3,447,079
Chicopee, Inc.	CHICOPEE	3,286,167
Chicopee, Inc.	CHICOPEECARES	3,290,848
Chicopee, Inc.	CLUSTER DESIGN	0,873,879
Chicopee, Inc.	С-ТЕХ	3,092,394
Chicopee, Inc.	С-ТЕХ	3,092,395
Chicopee, Inc.	DIAMOND PATTERN DESIGN	85/112,269
Chicopee, Inc.	DURAWIPE	1,555,808
Chicopee, Inc.	MARINE ISLAND	3,168,812
Chicopee, Inc.	PENTAMAX	3,454,372
Chicopee, Inc.	PENTAMAX	3,454,383
Chicopee, Inc.	PERFEX	1,214,895
Chicopee, Inc.	POLYBREATHE	3,617,693
Chicopee, Inc.	POLY-BREATHE LIGHT	3,459,740
Chicopee, Inc.	POLY-BREATHE LIGHT	3,455,824
Chicopee, Inc.	POLYSAFE	3,510,171
Chicopee, Inc.	SURE-PREP	1,823,762
Chicopee, Inc.	WORXWELL	1,559,861

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