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ETAS ID: TM360229

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		10/14/2015	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	JEN-COAT, INC.
Street Address:	132 North Elm Street
City:	Westfield
State/Country:	MASSACHUSETTS
Postal Code:	01086
Entity Type:	CORPORATION: MASSACHUSETTS

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3637864	JEN-COAT, INC.
Registration Number:	3637865	
Serial Number:	77054971	JEN-TEK

# **CORRESPONDENCE DATA**

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.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Virginia F. Mann

**Address Line 1:** 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19712-004
NAME OF SUBMITTER:	Virginia F Mann
SIGNATURE:	/Virginia F Mann/
DATE SIGNED:	10/28/2015

# **Total Attachments: 4**

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# NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of October 14, 2015, is made by General Electric Capital Corporation, in its capacity as administrative agent (referred to herein as the "Agent"), in favor of Jen-Coat, Inc., a Massachusetts corporation (the "Company"), pursuant to that certain Credit Agreement, dated as of August 3, 2010 (and as the same may be further amended or modified from time to time, the "Credit Agreement"), among the Company as the Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and the Agent, as Agent for the Lenders and the L/C Issuers.

# WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Company executed and delivered the Trademark Security Agreement, dated as of August 3, 2010, in favor of the Agent (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Company pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all of its Trademarks and all IP Licenses providing for the grant by or to the Company of any right under any Trademark, including all of those set forth on Schedule A attached hereto (the "Released Trademarks"), all renewals and extensions of the foregoing and all goodwill of the business connected with the use of, and symbolized by, each such Released Trademark;

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "<u>USPTO</u>") on August 3, 2010, at Reel/Frame No. 4253/0001; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).
- SECTION 2. <u>Release of Security Interest</u>. The Agent does hereby release, relinquish, terminate in its entirety and discharge its continuing security interest in all of the Company's right, title and interest in, to and under the Released Trademarks.
- SECTION 3. <u>Termination</u>. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Security Agreement.

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SECTION 4. <u>Further Assurances</u>. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. <u>Choice of Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

Name:

Title:

LOUIS M. NATALE

DULY AUTHORIZED SIGNATORY

# **SCHEDULE A**

# **Trademark Registrations**

# Security Interest at Reel/Frame No. 4253/0001

1. Registered Trademarks / Trademark Applications

Mark	Country	Serial No. / Filing Date	Reg. No. / Reg. Date
		77482515	3637864
JEN-COAT, INC	U.S. Federal	May 23, 2008	June 16, 2009
		77482592	3637865
Design Only	U.S. Federal	May 23, 2008	June 16, 2009
		77054971	
JEN-TEK	U.S. Federal	December 1, 2006	

# 2. IP Licenses

**RECORDED: 10/28/2015** 

- Software License and Services Agreement, by and between Oracle USA, Inc., and Jen-Coat, Inc., dated November 24, 2008
- Pursuant to the Commercial Licenses and Paper Purchase Agreement by and between NewPage Wisconsin System Inc. and Jen-Coat, Inc., effective as of June 1, 2009 and dated as of August 28, 2009, NewPage grants to Jen-Coat an exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free license to use certain intellectual property, including patents, trademarks, trade secrets and proprietary information as more fully described in the agreement, used to manufacture PointFlex Barrier Lidding PS+ and PointFlex Barried Lidding YHS, to allow Jen-Coat to applier a barrier coating to such products.