

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		11/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Phoenix Brands, LLC		
Street Address:	One Landmark Square, Suite 1810		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2829622	NIAGARA	
Registration Number:	1461587	NIAGARA	
Registration Number:	3040957	PROFESSIONAL FINISH	
CORRESPONDENCE DATA			
Fax Number:	8166913495		
<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>			
Phone:	(816) 842-8600		
Email:	trademark@stinson.com		
Correspondent Name:	Penny R. Slicer		
Address Line 1:	Stinson Leonard Street LLP		
Address Line 2:	1201 Walnut, Suite 2900		
Address Line 4:	Kansas City, MISSOURI 64106-2150		
ATTORNEY DOCKET NUMBER:	0506384-0000		
NAME OF SUBMITTER:	Christina M. Barton		
SIGNATURE:	/Christina M. Barton/		
DATE SIGNED:	12/03/2015		
Total Attachments: 7			
source=Release of Trademark Security Interest from Madison Capital Funding, LLC to Phoenix Brands,			

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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made effective as of November 4, 2015 by Madison Capital Funding LLC, a Delaware limited liability company, in its capacity as administrative agent ("Agent") for the financial institutions party to the Credit Agreement (defined below) as Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain (i) Credit Agreement dated as of February 1, 2011 (as amended, restated, supplemented, or otherwise modified to date, the "Credit Agreement"), among Phoenix Brands LLC, a Delaware limited liability ("Borrower"), the financial institutions party thereto as Lenders, and Agent, and (ii) Guarantee and Collateral Agreement dated as of February 1, 2011 (as amended, restated, supplemented, or otherwise modified to date, the "Guarantee and Collateral Agreement"), among the "Grantors" (as defined in the Guarantee and Collateral Agreement) party thereto and Agent, pursuant to which Grantors granted to Agent a continuing security interest in the Collateral. Capitalized terms used and not defined herein have the meanings ascribed thereto in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement and the Guarantee and Collateral Agreement, the Borrower executed and delivered to Agent a trademark security agreement dated February 1, 2011 (as amended, restated, supplemented or otherwise modified to date, "Trademark Security Agreement") and recorded in the United States Patent & Trademark Office on February 1, 2011 at Reel 4465, Frame 466-475, pursuant to which the Borrower granted to Agent on behalf of each Lender, among other collateral, a security interest in all of the Borrower's right, title and interest, including goodwill, in, to and under the United States Trademarks listed on the attached Schedule A (the "Niagara Trademark Collateral"); and


WHEREAS, Agent is willing to release its lien and security interest in the Niagara Trademark Collateral;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent, its capacity as administrative agent for Lenders, as a secured party under the Trademark Security Agreement, hereby terminates, releases and discharges any security interest in and lien upon the Niagara Trademark Collateral, and assigns, transfers and conveys to the Borrower any and all right, title or interest in or to the Niagara Trademark Collateral that the Agent may hold. Upon written request by the Borrower, Agent and Lenders shall execute and deliver such further instruments and documents as may be necessary to effectuate the purposes of this Release.

[signature page follows]


IN WITNESS WHEREOF, this instrument has been executed as of the date first written above.

MADISON CAPITAL FUNDING LLC,
as Agent and as a Lender

By: 
Name: Kevin Bolash
Title: Director

OFS CAPITAL WM, LLC, as a Lender

By: MCF Capital Management LLC, as loan manager

By: 
Name: Kevin Bolash
Title: Director

CF LENDING, LLC, as a Lender

By: _____
Name: _____
Title: _____

FIFTH STREET FINANCE CORP., as a Lender

By: Fifth Street Management LLC, a Delaware limited liability company, its Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this instrument has been executed as of the date first written above.

MADISON CAPITAL FUNDING LLC,
as Agent and as a Lender


By: _____
Name: _____
Title: _____

OFS CAPITAL WM, LLC, as a Lender

By: MCF Capital Management LLC, as loan
manager

By: _____
Name: _____
Title: _____

CF LENDING, LLC, as a Lender

By:  _____
Name: Butt Chase
Title: Only Authorized Signatory

FIFTH STREET FINANCE CORP., as a Lender

By: Fifth Street Management LLC, a Delaware
limited liability company,
its Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this instrument has been executed as of the date first written above.

MADISON CAPITAL FUNDING LLC,
as Agent and as a Lender

By: _____
Name: _____
Title: _____

OFS CAPITAL WM, LLC, as a Lender

By: MCF Capital Management LLC, as loan
manager

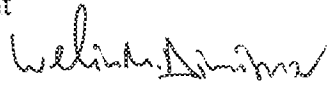
By: _____
Name: _____
Title: _____

CF LENDING, LLC, as a Lender

By: _____
Name: _____
Title: _____

FIFTH STREET FINANCE CORP., as a Lender

By: Fifth Street Management LLC, a Delaware
limited liability company,
its Agent

By:  _____
Name: Ivelia M. Dimitrov
Title: Chief Investment Officer


Acknowledged and agreed as of the date first written above:

GRANTORS:

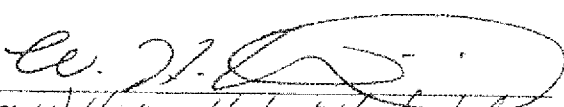
PHOENIX BRANDS LLC

By: 
Name: William H. Littlefield
Title: President & CEO

PHOENIX BRANDS PARENT LLC

By: 
Name: William H. Littlefield
Title: CEO

- PHOENIX NIAGARA LLC**
- PHOENIX RIT LLC**
- PHOENIX FINAL TOUCH LLC**
- PHOENIX NORTH LLC**
- PHOENIX BRANDS CANADA LAUNDRY LLC**
- PHOENIX BRANDS DYNAMO LLC**
- PHOENIX BRANDS FRESH START LLC**
- PHOENIX BRANDS FAB LLC**
- PHOENIX BRANDS COLD POWER LLC**
- PHOENIX BRANDS AJAX LLC**
- PHOENIX BRANDS PUERTO RICO LLC**
- PHOENIX BRANDS CANADA U.L.C.**

By: 
Name: William H. Littlefield
Title: President & CEO

**SCHEDULE A
to
RELEASE**

TRADEMARK REGISTRATIONS

MARK	COUNTRY	STATUS	APP/REG. NO
Miscellaneous Design (Iron with a long handle)	US	Cancelled	2,354,369
NIAGARA	US	Registered	2,829,622
NIAGARA	US	Registered	1,461,587
NIAGARA EASYIRON	US		2,831,637
PROFESSIONAL FINISH	US	Cancelled	1,753,432
PROFESSIONAL FINISH	US	Registered	3,040,957