# CH \$215.00 30350

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM373318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA		01/22/2016	COMPANY:

#### **RECEIVING PARTY DATA**

Name:	Wolf-Gordon Inc.		
Street Address:	33-00 47th Avenue		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type:	CORPORATION: NEW YORK		

#### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3035029	WOLF GORDON
Registration Number:	2989338	EARTHSAFE
Registration Number:	2957002	WONDER WOOD
Registration Number:	2953636	HAVEN
Registration Number:	2594698	PERMAWALL
Registration Number:	1718715	GIFT OF HOPE
Registration Number:	3453344	
Registration Number:	3461254	WOLF GORDON

#### **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:** kansley@stradley.com

Correspondent Name: Kareem Ansley
Address Line 1: Stradley Ronon
Address Line 2: 100 Park Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 188522-0001

NAME OF SUBMITTER:	Kareem Ansley			
SIGNATURE:	/Kareem Ansley/			
DATE SIGNED:	02/16/2016			
Total Attachments: 15				
source=27. Release of Grant of Security	Interest (Trademarks)#page1.tif			
source=27. Release of Grant of Security	Interest (Trademarks)#page2.tif			
source=27. Release of Grant of Security Interest (Trademarks)#page3.tif				
source=27. Release of Grant of Security Interest (Trademarks)#page4.tif				
source=27. Release of Grant of Security	Interest (Trademarks)#page5.tif			
source=27. Release of Grant of Security Interest (Trademarks)#page6.tif				
source=27. Release of Grant of Security Interest (Trademarks)#page7.tif				
source=27. Release of Grant of Security	Interest (Trademarks)#page8.tif			

source=27. Release of Grant of Security Interest (Trademarks)#page9.tif source=27. Release of Grant of Security Interest (Trademarks)#page10.tif source=27. Release of Grant of Security Interest (Trademarks)#page11.tif source=27. Release of Grant of Security Interest (Trademarks)#page12.tif source=27. Release of Grant of Security Interest (Trademarks)#page13.tif source=27. Release of Grant of Security Interest (Trademarks)#page14.tif source=27. Release of Grant of Security Interest (Trademarks)#page15.tif

### RELEASE OF GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES)

January 22, 2016

United States Patent and Trademark Office

#### Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement, dated as of July 15, 2008 (as amended, modified, extended, restated, renewed, replaced, or supplemented to date), by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and The Prudential Insurance Company of America, as collateral agent (the "Collateral Agent"), on behalf of and for the benefit of the Secured Parties referenced therein, Wolf-Gordon Inc. granted a continuing security interest in, and continuing lien upon, the trademarks and trademark applications listed on Schedules A and B to that certain GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES), dated as of July 15, 2008 and attached hereto as Exhibit A (the "Trademark Filing"). The trademarks and trademark applications subject to the Collateral Agent's continuing security interest and continuing lien are listed on Schedule 1 attached hereto (such trademarks and trademark applications, collectively, the "Trademark Collateral").

The Collateral Agent, on behalf of and for the benefit of the Secured Parties, releases, reconveys, transfers, and assigns to Grantors, as applicable, without recourse, representation or warranty of any kind, any rights it may have in the Trademark Collateral pursuant to or in connection with the Trademark Filing.

[remainder of page intentionally blank]

DB3/200703127.3

IN WITNESS WHEREOF, the undersigned has executed this RELEASE OF GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) as of the date first written above.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Collateral Agent

By:

Name: Eric R. Seward

Title: Vice President

[Signature Page to Trademark Release - Wolf-Gordon, Inc.]

#### SCHEDULE 1

#### TRADEMARK COLLATERAL

#### REGISTERED U.S. TRADEMARKS

REGISTRATION NO.	Mark	REGISTRATION DATE
3,035,029	WOLF GORDON (WORDS AND DESIGN)	12/27/05
2,989,338	EARTHSAFE	8/30/08
2,957,002	WONDER WOOD	5/31/05
2,953,636	HAVEN	5/17/05
2,594,698	PERMAWALL	7/16/02
1,718,715	GIFT OF HOPE (WORDS AND DESIGN)	9/22/92
3,453,344	WOLF DESIGN MARK	6/24/08
3,461,254	WOLF GORDON	7/8/08

#### PENDING U.S. TRADEMARKS

APPLICATION NO.	Mark	APPLICATION DATE
	None.	

DB3/200703127.3

## EXHIBIT A TRADEMARK FILING

[See attached.]

DB3/200703127.3

## GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES)

This Grant Of Security Interest (Trademarks, Service Marks And Trade Names) is dated as of July 15, 2008, between Wolf-Gordon Inc., a New York corporation having its chief executive office at 33-00 47th Avenue, Long Island, New York 11101 (the "Assignor"), and The Prudential Insurance Company of America having a representative office at 1114 Avenue of the Americas, 30th Floor, New York, New York 10036, in its capacity as the Collateral Agent on behalf and for the benefit of the Secured Parties (in such capacity, the "Assignee"). Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Senior Secured Note Purchase and Revolving Credit Agreement, dated as of July 15, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement"), by and among the Assignor (as successor-in-interest to Wolf-Gordon Acquisition Corp.), Wolf-Gordon Holdings, Inc., a Delaware corporation ("Holdings"), the Purchasers named therein and the Collateral Agent named therein, the Secured Parties have agreed to make certain extensions of credit to or for the Assignor's benefit in the amounts and manner set forth in the Note Agreement and the other Transaction Documents (collectively, the "Credit").

WHEREAS, pursuant to the terms of a Security Agreement, dated as of July 15, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent on behalf of and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral.

WHEREAS, the Secured Parties are willing to make, extend and maintain the Credit to and for the benefit of the Assignor, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Collateral Agent and the Secured Parties to enter into the Note Agreement and the other Transaction Documents and to make, extend and maintain the Credit to and for the benefit

1

of the Assignor upon the terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:

- (a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on Schedules A and B hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; provided, however, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and
- (b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks, the goodwill thereof and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will execute, acknowledge and deliver to each Assignor such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

In the event of a conflict between the terms of this Grant of Security Interest (Trademarks, Service Marks and Trade Names) and the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

2

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

WOLF-GORDON INC., a New York corporation

Name: Richard Wolf

Title: President

ASSIGNEE:

THE PRUDENTIAL INSURANCE COMPANY OF

AMERICA, as the Collateral Agent

By: <u>IV∨∨v</u> Name: E n≪i

Title: Vice Pleside

[Grant of Security Interest (Trademarks, Service Marks and Trade Names - Wolf-Gordon Inc.)

#### SCHEDULE A

#### U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
3,035,029	WOLF GORDON (WORDS AND DESIGN)	12/27/05
2,989,338	EARTHSAFE	8/30/08
2,957,002	WONDER WOOD	5/31/05
2,953,636	HAVEN	5/17/05
2,594,698	PERMAWALL	7/16/02
1,718,715	GIFT OF HOPE (WORDS AND DESIGN)	9/22/92
3,453,344	WOLF DESIGN MARK	6/24/08
3,461,254	WOLF GORDON	7/8/08

#### SCHEDULE B

#### PENDING U.S. TRADEMARKS

MARK	
None.	

S

A/72588663.2

TO:BINGHAM MCCUTCHEN LLP COMPANY: 399 PARK AVENUE



## UNITED STATES PATENT AND TRADEMARK OFFICE

#### **Facsimile Transmission**

To:

From:

Name

BINGHAM MCCUTCHEN LLP

Company:

399 PARK AVENUE

Fax Number:

Voice Phone:

Name

ASSIGNMENT SERVICES BRANCH

Voice Phone:

571-272-3350

12125081450

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

#### Fax Notes:

Pg#	Description
6.3x	840 WY VI 0 7 APT
1	Cover Page
2	9.TXT
4	Document 1, Batch 1339308
USPTO	Assignment System processing

Date and time of transmission: Wednesday, July 16, 2008 8:35:14 PM

Number of pages including this cover sheet: 05

7/16/2008 8:35:25 PM

PAGE 4/005

Fax Server

TO:BINGHAM MCCUTCHEN LLP COMPANY: 399 PARK AVENUE

		ASSIGN	

Electronic Version v1.1 Stylesheet Version v1.1 07/16/2008 900111417

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

X				
222	Name	Formerly	Execution Date	Entity Type
Wolf-Go	dan inc.		07/15/2008	CORPORATION:

#### RECEIVING PARTY DATA

1.					
-	Name:	The Prudential Insurance Company of America			
	Street Address:	1114 Avenue of the Americas			
	Internal Address:	38th Floor			
	City:	New York			
	State/Country:	NEW YORK			
	Postal Code:	10096			
	Entity Type:	COMPANY:			

#### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3035029	WOLF GORDON
Registration Number:	2989338	EARTHSAFE
Registration Number:	2957002	WONDER WOOD
Registration Number:	2963636	HAVEN
Registration Number:	2594698	PERMAWALL
Registration Number:	1718715	GIFT OF HOPE
Registration Number:	3453344	
Registration Number:	3461254	WOLF GORDON

#### CORRESPONDENCE DATA

Fax Number:

(212)508-1450

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

212-705-7768

Email:

brandi.sinkovich@bingham.com

Correspondent Name:

Bingham McCutchen LLP

USPTO

7/16/2008 8:35:25 PM

PAGE

5/005

Fax Server

TO:BINGHAM MCCUTCHEN LLP COMPANY:399 PARK AVENUE

Address Line 1: 399 Park Av Address Line 2: Brendi Sinko Address Line 4: NEW YORK	wich NEW YORK 10022		
NAME OF SUBMITTER:	Brandi Sinkovich		
Signature:	/brandi sinkovicty		
Delta:	07/16/2006		
Total Attachments: 6 source=Grant of Security#page 1.th source=Grant of Security#page 2.th source=Grant of Security#page 3.th source=Grant of Security#page 3.th source=Grant of Security#page 4.th source=Grant of Security#page 5.th source=Grant of Security#page 5.th			

7/18/2008 8:35:25 PM PAGE

Fax Server

TO:BINGHAM MCCUTCHEN LLP COMPANY:399 PARK AVENUE



#### United States Patent and Trademark Office

Under Occretary of Commerce for Intellectual Property and DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

2/005

JULY 16, 2008

PTAS

\* 900111417/4

BINGHAM MCCUTCHEN LLP 399 PARK AVENUE BRANDI SINKOVICH NEW YORK, NY 10022

> UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

FLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA FRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 07/16/2008

REEL/FRAME: 003817/0039 NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:

WOLF-GORDON INC.

DOX: DATE: 07/15/2008

CITIZENSHIF:

ENTITY: CORPORATION

ASSIGNEE:

THE PRUDENTIAL INSURANCE COMPANY

OF AMERICA

1114 AVENUE OF THE AMERICAS 30TH FLOOR

NEW YORK, NEW YORK 10036

CITIZENSHIP:

ENTITY: COMPANY

APPLICATION NUMBER: 78486302 REGISTRATION NUMBER: 3035029

FILING DATE: 09/20/2004 ISSUE DATE: 12/27/2005

MARK: WOLF GORDON

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspro.sov

TO:BINGHAM MCCUTCHEN LLP COMPANY: 399 PARK AVENUE

003817/0039 PAGE 2

USPTO

APPLICATION NUMBER: 78419705 FILING DATE: 05/17/2004 REGISTRATION NUMBER: 2989338 ISSUE DATE: 08/30/2005

MARK: EARTHSAFE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

AFFLICATION NUMBER: 79305392 FILING DATE: 09/25/2003 REGISTRATION NUMBER: 2957002 ISSUE DATE: 05/31/2005

MARK: WONDER WOOD

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

AFPLICATION NUMBER: 78305339 FILING DATE: 09/25/2003 REGISTRATION NUMBER: 2953636 ISSUE DATE: 05/17/2005

MARK: HAVEN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75635854 FILING DATE: 02/01/1999 REGISTRATION NUMBER: 2594698 ISSUE DATE: 07/16/2002

MARK: PERMAWALL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74200391 FILING DATE: 09/03/1991 REGISTRATION NUMBER: 1718715 ISSUE DATE: 09/22/1992

MARK: GIFT OF HOPE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 77314635 FILING DATE: 10/26/2007 RECISTRATION NUMBER: 3453344 FILING DATE: 06/24/2008

MARKE

DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 77313767 FILING DATE: 10/25/2007 REGISTRATION NUMBER: 3461254 FILING DATE: 07/08/2008

MARK: WOLF GORDON

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

TRADEMARK
RECORDED: 02/16/2016 REEL: 005732 FRAME: 0274