

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377341

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900357180		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT BANK, N.A.	FORMERLY OneWest Bank N.A., which was formerly OneWest Bank, FSB	03/11/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MATERIALS SYSTEMS LLC		
Street Address:	879 Ward Drive		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2440289	MSI	
Registration Number:	2438187	MSI	
CORRESPONDENCE DATA			
Fax Number:	6175735850		
<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:	6175735850		
Email:	elizabeth.burkhard@hklaw.com		
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	132130.00017		
NAME OF SUBMITTER:	Elizabeth R. Burkhard		
SIGNATURE:	/Elizabeth Burkhard/		
DATE SIGNED:	03/21/2016		
Total Attachments: 3			

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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST ("Termination and Release") dated as of March 11, 2016, is made from CIT BANK, N.A. (formerly known as OneWest Bank N.A., which was formerly known as OneWest Bank, FSB), as administrative agent for the Lenders (in such capacity, the "Agent") to MATERIALS SYSTEMS LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Credit Agreement (as defined in the Security Agreement), the Security Agreement (defined below) or the Grant of Trademark Security Interest (defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of October 11, 2013, as amended by that certain Joinder to Security Agreement dated as of December 30, 2014 (as so amended and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the Agent, and the other Grantors party thereto, the Grantor executed that certain Grant of Trademark Security Interest, dated as of December 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Grant of Trademark Security Interest"), which was recorded in the United States Patent and Trademark Office at Trademark Reel 5433 Frame 0266, pursuant to which the Grantor granted a security interest to the Agent, for the benefit of the Lenders, in the Trademark Collateral, including certain trademarks and/or trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Agent now desires to terminate and release its security interest in the Trademark Collateral and reassign any and all rights, title, and interest in the same to Grantor;

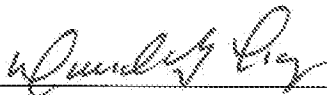
NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to the Trademark Collateral, including those trademarks set forth on Schedule A.
2. If and to the extent that Agent has acquired any right, title or interest in or to any of the Trademark Collateral, Agent hereby reassigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Agent, any and all of Agent's right, title, and interest in and to the Trademark Collateral, along with any goodwill in the Trademarks that the Agent may have acquired.

[signature page follows]

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

CIT BANK, N.A. (formerly known as OneWest Bank N.A., which was formerly known as OneWest Bank, FSB), as Agent

By: 

Name: David Ligon
Managing Director

Title: _____

[signature page to Termination and Release]

SCHEDULE A
TO
TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

I. Trademarks and Trademark Applications

Mark	Registration No.	Registration Date	Status of Mark
MSI Logo	2440289	04/03/2001	Registered (renewed)
MSI Word Mark	2438187	03/27/2001	Registered (renewed)