

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381662

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Agreement in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO Harris Bank		04/21/2016	National Banking Association:

RECEIVING PARTY DATA

Name:	Schenck Process LLC
Street Address:	7901 NW, 107th Terr.
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64153
Entity Type:	Limited Liability Company: KANSAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2157122	CDP
Registration Number:	1998957	FLO-LINE
Registration Number:	2261750	FLO-TRONICS
Registration Number:	1168945	MAC
Registration Number:	1919524	MAC
Registration Number:	2248609	MAC
Registration Number:	1898810	MAC ENVIRONMENTAL
Registration Number:	2610612	MAC2FLO
Registration Number:	1967356	MACTIFLO
Registration Number:	2334120	POLY-PLEAT
Registration Number:	0752021	SEMCO

CORRESPONDENCE DATA

Fax Number: 2127288111

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: 212 728 8000

Email: ipdept@willkie.com

Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

TRADEMARK

ATTORNEY DOCKET NUMBER:	118730.00005 KAW
NAME OF SUBMITTER:	Kim A. Walker
SIGNATURE:	/kaw-907/
DATE SIGNED:	04/22/2016
Total Attachments: 5 source=TMRELEASE#page1.tif source=TMRELEASE#page2.tif source=TMRELEASE#page3.tif source=TMRELEASE#page4.tif source=TMRELEASE#page5.tif	

**RELEASE OF SECURITY AGREEMENT IN
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 21 day of April, 2016, by BMO HARRIS BANK, formerly Harris Trust and Savings Bank, as agent (the "Agent"), in favor of SCHENCK PROCESS LLC, formerly MAC EQUIPMENT, INC., a Kansas limited liability company (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement in favor of the Agent, dated as of February 24, 2004 (the "Security Agreement"), the Obligor granted to the Agent a security interest in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Trademark Collateral Agreement, dated as of February 24, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), under which the Obligor mortgaged, pledged and granted to the Agent a lien on, and security interest in and to, all of the Obligor's right, title and interest in, to and under the Trademark Collateral (together with the security interests granted pursuant to the Security Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on February 27, 2004 at Reel 2803/Frame 0159;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent's Security Interests in the Trademark Collateral, and the parties seek to make record of the Agent's release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

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

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term "Trademark Collateral," as used herein, shall mean (a) all of the Obligor's right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with

any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

2. Release of Security Interests. The Agent hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

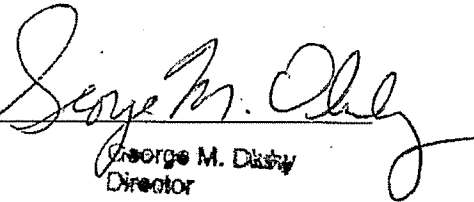
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.

4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

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

BMO HARRIS BANK, as Agent

By: 
Name: George M. Dishy
Title: Director

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A**TRADEMARKS**

Jurisdiction	Registration/(Application) Number	Mark	Owner
U.S.	2,157,122	CDP	SCHENCK PROCESS LLC
U.S.	1,998,957	FLO-LINE	SCHENCK PROCESS LLC
U.S.	2,261,750	FLO-TRONICS	SCHENCK PROCESS LLC
U.S.	1,168,945	MAC	SCHENCK PROCESS LLC
U.S.	1,919,524	MAC and Design	SCHENCK PROCESS LLC
U.S.	2,248,609	MAC and Design	SCHENCK PROCESS LLC
U.S.	1,898,810	MAC ENVIRONMENTAL	SCHENCK PROCESS LLC
U.S.	2,610,612	MAC2FLO	SCHENCK PROCESS LLC
U.S.	1,967,356	MACTIFLO	SCHENCK PROCESS LLC
U.S.	2,334,120	POLY-PLEAT	SCHENCK PROCESS LLC

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U.S.	752,021	SEMCO	SCHENCK PROCESS LLC
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