

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM382409

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America N.A.		04/29/2016	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heritage Bag Company		
<b>Street Address:</b>	501 Gateway Parkway		
<b>City:</b>	Roanoke		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76262		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3088739	BIOTUF BY HERITAGE	
<b>Registration Number:</b>	1473102	RIGHT SACK	
<b>Registration Number:</b>	3561971	SMARTBLEND	
<b>Registration Number:</b>	3565462	RM20MAX	
<b>Registration Number:</b>	3499902	ACCUFIT	
<b>Registration Number:</b>	3561972	REPRIME	
<b>Registration Number:</b>	3879836	BLUECOLLAR	
<b>Registration Number:</b>	1870007	HERITAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122512174		
<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>			
<b>Phone:</b>	312-368-4000		
<b>Email:</b>	peggy.mcbride@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US), Peggy McBride		
<b>Address Line 1:</b>	203 N. LaSalle Street, Suite 1900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1293		
<b>ATTORNEY DOCKET NUMBER:</b>	366927-000066		
<b>NAME OF SUBMITTER:</b>	Peggy McBride		

CH \$215.00 3088739

<b>SIGNATURE:</b>	/PLMcBride/
<b>DATE SIGNED:</b>	04/29/2016
<b>Total Attachments: 3</b> source=Heritage Bag Company Trademark Security Release#page1.tif source=Heritage Bag Company Trademark Security Release#page2.tif source=Heritage Bag Company Trademark Security Release#page3.tif	

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of April 29, 2016 (the “Effective Date”) by and between **Bank of America, N.A.**, a national banking association (the “Lender”), and **Heritage Bag Company**, a Texas corporation, of 501 Gateway Parkway, Roanoke, TX 76262 (the “Pledgor”).

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Pledgor and Lender dated November 16, 2011 (the “Trademark Security Agreement”), Pledgor granted to Lender a continuing security interest in and to all of Pledgor’s respective right, title and interest in, to and under all of the Trademark Collateral as defined in the Trademark Security Agreement (collectively, the “Trademarks”), including, without limitation, the trademark registrations set forth on Schedule A attached hereto;

**WHEREAS**, Pledgor and Lender entered into the Trademark Security Agreement pursuant to the terms and conditions of a certain Loan and Security Agreement, dated as of November 16, 2011 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Loan and Security Agreement”), among the Lender, the Pledgor, and certain of the Pledgor’s subsidiaries;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 18, 2011, at Reel/Frame 004662/0939; and

**WHEREAS**, Pledgor has paid all of its outstanding indebtedness to Lender.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks, including, without limitation, the trademark registrations set forth on Schedule A attached hereto, and assigns and transfers to Pledgor all of Lender 's rights and interests in and to the Trademarks, if any.

Lender represents and warrants that it has the full power and authority to execute this Release.

Lender shall, at Pledgor’s expense, take all further actions, and provide to Pledgor, Pledgor’s successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Pledgor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA N.A.

By:  \_\_\_\_\_

Name: Mark Porter

Title: Senior Vice President

# SCHEDULE A

Country	Trademark	Serial Number	Registration Number	Registration Date	Owner
CA	BIOTUF BY HERITAGE (& Design)	1255304	710555	3/27/2008	Heritage Bag Company
MX	BIOTUF BY HERITAGE (& Design)	714284	911142	4/19/2006	Heritage Bag Company
US	BIOTUF BY HERITAGE (& Design)	78/505,863	3,088,739	5/2/2006	Heritage Bag Company
US	RIGHT SACK	73/629,758	1,473,102	1/19/1988	Heritage Bag Company
CA	SMARTBLEND (& Design)	1383548	751099	10/26/2009	Heritage Bag Company
US	SMARTBLEND (& Design)	77/255,540	3,561,971	1/13/2009	Heritage Bag Company
CA	RM20MAX	1383547	754529	12/3/2009	Heritage Bag Company
MX	RM20MAX	914522	1042967	5/29/2008	Heritage Bag Company
MX	RM20MAX	914526	1042968	5/29/2008	Heritage Bag Company
US	RM20MAX	77/255,541	3,565,462	1/20/2009	Heritage Bag Company
CA	ACCUFIT	1383549	749038	9/30/2009	Heritage Bag Company
MX	ACCUFIT	914527	1042969	5/29/2008	Heritage Bag Company
US	ACCUFIT	77/255,543	3,499,902	9/9/2008	Heritage Bag Company
CA	REPRIME	1383550	751100	10/26/2009	Heritage Bag Company
MX	REPRIME	914528	1042970	5/29/2008	Heritage Bag Company
US	REPRIME	77/255,546	3,561,972	1/13/2009	Heritage Bag Company
US	BLUE COLLAR (& Design)	85/012,879	3,879,836	11/23/2010	Heritage Bag Company
US	HERITAGE	74330677	1870087	12/27/1994	Heritage Bag Company