

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, a National Banking Association		04/27/2016	Company:
RECEIVING PARTY DATA			
Name:	Flanders Corporation, Corporate Office		
Street Address:	531 Flanders Filters Road		
City:	Washington		
State/Country:	NORTH CAROLINA		
Postal Code:	27889		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	3896273		
Registration Number:	3898857	FOREMOST IN AIR FILTRATION	
Registration Number:	3896246	FLANDERS	
Registration Number:	3887440	AIRPURE	
Registration Number:	3704819	PRECISIONCELL	
Registration Number:	3764911	E-Z GREEN	
Registration Number:	2368425	VAPORCLEAN	
Registration Number:	2331137	FLANDERS ABSOLUTE ISOLATION	
Registration Number:	2282945	NATURALAIRE	
Registration Number:	2325356	FLANDERS/CSC	
Registration Number:	3105404	FLANDERS/CSC	
Registration Number:	2287009	TECH-SORB	
Registration Number:	2199718	GAS PAK	
Registration Number:	1813601	PUREFRAME	
Registration Number:	1813600	PURESEAL	
Registration Number:	1804319	KWIK KUT	
Registration Number:	1802004	EZ FLOW	
Registration Number:	1706552	DIMPLE PLEAT	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1706546	PUREFORM
Registration Number:	1745792	BLU-JEL
Registration Number:	1459969	PRECISIONAIRE
Registration Number:	1160827	VLSI
Registration Number:	1165405	CHANNEL-CEIL
Registration Number:	1084617	SUPER-FLOW
Registration Number:	1028568	FLANDERS
Registration Number:	0932232	AIRVELOPE
Registration Number:	0868674	ECONO-CELL
Registration Number:	0626188	DUSTGARD
Serial Number:	85057357	IT'S NOT JUST AIR, IT'S THE SOURCE OF LI
Registration Number:	3907771	ENERGY AIRE
Registration Number:	3979947	FLANDERS / AIR SEAL
Registration Number:	3976329	PRE-PLEAT
Serial Number:	76695097	NATURALAIRE FILTER FRAGRANCE
Serial Number:	85437930	VP-MERV 8
Serial Number:	85242284	ALPHA CELL

CORRESPONDENCE DATA

Fax Number: 8043447999

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: (804)788-8200

Email: lcouch@hunton.com

Correspondent Name: HUNTON & WILLIAMS LLP

Address Line 1: 951 EAST BYRD STREET

Address Line 2: RIVERFRONT PLAZA, EAST TOWER

Address Line 4: RICHMOND, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER: 79660.000003

NAME OF SUBMITTER: David E. Baker

SIGNATURE: /David E. Baker/

DATE SIGNED: 05/02/2016

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 27, 2016 (“Release”), is made by U.S. Bank National Association, a national banking association, as agent (“Agent”) for itself, its successors and permitted assigns, and the other Lenders (as defined in the Credit Agreement referred to below) in favor of each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, pursuant to the Term Loan Credit and Security Agreement, dated as of May 16, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Flanders Corporation, a North Carolina corporation, the other Borrowers party thereto, the Lenders from time to time party thereto and Agent, and pursuant to the Notice of Grant of Security Interest in Trademarks dated as of May 16, 2012 (the “Trademark Security Agreement”), each Grantor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown on Schedule A (the “Trademarks”);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on May 16, 2012 at Reel 4781 Frame 0014; and

WHEREAS, Agent (acting at the written direction of the Lenders) now desires to terminate and release the entirety of its security interest in the Property.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and as Agent for the Lenders) and the Grantors (the “parties”) agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. The Agent (acting at the written direction of the Lenders), for itself and as Agent for the Lenders, hereby:

(a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademarks. Any and all right, title, or interest of Agent in the Trademarks and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void;

(b) authorizes the recordation of this Release with the USPTO;

(c) releases without any recourse to the Agent (whether as Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity); and

(d) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantors may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantors' counsel and the cost and expense of such documents and actions shall be borne solely by the Grantors.

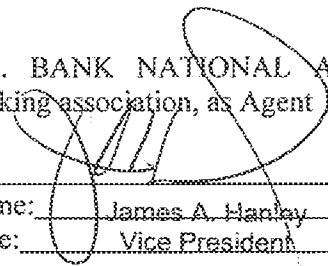
[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
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This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION, a national
banking association, as Agent

By: 
Name: James A. Hanley
Title: Vice President

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 005782 FRAME: 0056

Schedule A

U.S. Trademarks

Trademark Registrations and Applications

Mark	Country	Serial or Reg. No.	Owner
 Design Only	U.S.A	3,896,273	Flanders Corporation
FOREMOST IN AIR FILTRATION	U.S.A	3,898,857	Flanders Corporation
 and Design	U.S.A	3,896,246	Flanders Corporation
AIRPURE	U.S.A	3,887,440	Flanders Corporation
PRECISIONCELL	U.S.A	3,704,819	Flanders Corporation
E-Z GREEN	U.S.A	3,764,911	Flanders Corporation
VAPORCLEAN	U.S.A	2,368,425	Flanders Corporation
 FLANDERS ABSOLUTE ISOLATION and Design	U.S.A	2,331,137	Flanders Corporation
NATURALAIRE	U.S.A	2,282,945	Flanders Corporation
FLANDERS/CSC	U.S.A	2,325,356	Flanders Corporation
FLANDERS/CSC	U.S.A	3,105,404	Flanders Corporation
TECH-SORB	U.S.A	2,287,009	Flanders Corporation
GAS PAK	U.S.A	2,199,718	Flanders Corporation
PUREFRAME	U.S.A	1,813,601	Flanders Corporation
PURESEAL	U.S.A	1,813,600	Flanders Corporation
KWIK KUT	U.S.A	1,804,319	Flanders Corporation
EZ FLOW	U.S.A	1,802,004	Flanders Corporation
DIMPLE PLEAT	U.S.A	1,706,552	Flanders Corporation
PUREFORM	U.S.A	1,706,546	Flanders Corporation
BLU-JEL	U.S.A	1,745,792	Flanders Corporation
 PRECISIONAIRE and Design	U.S.A	1,459,969	Flanders Corporation
VLSI	U.S.A	1,160,827	Flanders Corporation
CHANNEL-CEIL	U.S.A	1,165,405	Flanders Corporation
SUPER-FLOW	U.S.A	1,084,617	Flanders Corporation

Mark	Country	Serial or Reg. No.	Owner
FLANDERS	U.S.A.	1,028,568	Flanders Corporation
AIRVELOPE	U.S.A.	0,932,232	Flanders Corporation
ECONO-CELL	U.S.A.	0,868,674	Flanders Corporation
DUSTGUARD	U.S.A.	0,626,188	Flanders Corporation
IT'S NOT JUST AIR, IT'S THE SOURCE OF LIFE	U.S.A.	85/057,357	Flanders Corporation
ENERGY AIRE	U.S.A.	3,907,771	Flanders Corporation
FLANDERS / AIR SEAL	U.S.A.	3,979,947	Flanders Corporation
PRE-PLEAT	U.S.A.	3,976,329	Flanders Corporation
NATURALAIRE FILTER FRAGRANCE	U.S.A.	76/695,097	Flanders Corporation
VP-MERV 8	U.S.A.	85/437,930	Flanders Corporation
ALPHA CELL	U.S.A.	85/242,284	Flanders Corporation