

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		05/06/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ATI Holdings, LLC		
Street Address:	790 Remington Blvd.		
City:	Bolingbrook		
State/Country:	ILLINOIS		
Postal Code:	60440		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2694971		
Registration Number:	2722792	PRO	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	05/09/2016		
Total Attachments: 8			
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EXECUTION VERSION

This TRADEMARK SECURITY RELEASE (this "Release"), dated as of May 6, 2016, is made by and among Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc. ("Secured Party"), in favor of ATI Holdings, LLC (the "Grantor") as follows:

WHEREAS, pursuant to the Trademark Security Agreements, dated as of June 1, 2006, the Grantor granted to the Secured Party, and its successors and assigns, a security interest in all right, title or interest to the trademarks set forth on Schedule A attached hereto (the "Trademarks") and all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

WHEREAS, such security interest was recorded with the United States Patent & Trademark Office on June 6, 2006 at Reel/Frame 3342/0461 and on June 7, 2006 at Reel/Frame 3323/0355; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to the Secured Party, and Grantor has requested that the Secured Party release its lien on and continuing security interest in, all right, title and interest of the Secured Party in and to the Trademarks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates, releases and discharges all right, title and interest (including without limitation, security interests) of the Secured Party in and to the Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks.

The Secured Party shall take all further actions, and provide to Grantor, its 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 Grantor to more fully and effectively effectuate the purpose of this Release at the expense of such Grantor.

The execution and delivery of this Release and the performance of any actions by the Secured Party in accordance with this Release are made without representation or warranty by, or recourse to, the Secured Party.

THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Signature Page Follows

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representatives as of the date first above written.

See attached Exhibit A – Payoff Letter for approval to file this Release from Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.

Schedule A

TRADEMARKS

United States Trademark
Registration Number: 2694971
Registration Date: March 11, 2003
Status: Registered
Record Owner: ATI Holdings, LLC



United States Trademark
Registration Number: 2722792
Registration Date: June 3, 2003
Status: Registered
Record Owner: ATI Holdings, LLC

PRO

EXHIBIT A

March 12, 2010

ATI Holdings, LLC
790 Remington Blvd
Bolingbrook, IL 60440
Attn: John Egofske

Re: **Payoff Letter**

Ladies and Gentlemen:

Reference is made to (i) the Amended and Restated Credit Agreement, dated as of September 19, 2006 (as amended, the "Credit Agreement"), among ATI Holdings, LLC (the "Borrower"), GE Business Financial Services Inc., for itself, as Lender, and as Agent for Lenders (in such capacity, "Agent"), and the other Lenders signatory thereto from time to time, and (ii) the other Financing Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents"). Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrower will repay in full all obligations and liabilities of the Borrower to Lenders and Agent under or in respect of the Credit Agreement. All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

Upon Agent's receipt today of (i) a federal funds wire transfer in the amount of \$77,701,545.21 (the "Payoff Amount"), which amount represents the Obligations outstanding under the Credit Documents, and (ii) a fully executed counterpart of this letter agreement ("Agreement") signed by the Borrower and each other Credit Party (the time at which all of the conditions in the foregoing clauses (i) and (ii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), Agent agrees to deliver to the Borrower the original stock certificates and other instruments in Agent's possession and UCC-3 termination statements, mortgage satisfactions, releases of liens, discharges, terminations and other release documentation executed by it releasing Agent's liens and security interests in all of the assets and property of the Borrower and the other Credit Parties (the "Property"). Agent hereby authorizes the filing of any termination statements or other releases by Borrower or Borrower's designee to effect the releases of liens evidenced by any financing statements and other filings made pursuant to the Credit Documents, in each case, upon and after the Payoff Effective Time.

Upon the Payoff Effective Time, the Agent (on behalf of itself and the Lenders) agrees and acknowledges that, without any further action being required by any party, (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrower or the Credit Parties under or relating to the Credit Documents shall be paid and satisfied in full and irrevocably

discharged, terminated and released, (ii) all security interests and other liens granted to or held by Agent for the benefit of the Lenders in any Property as security for such indebtedness shall be automatically forever and irrevocably satisfied, released and discharged, and (iii) the Credit Documents shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination. Further, Agent agrees to take all reasonable additional steps requested by the Borrower as may be necessary to release its security interests in the Property. The Borrower agrees to pay Agent for all reasonable and documented out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledges that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrower as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other matter. The Borrower hereby confirms that the commitments of Lenders and Agent to make Loans or incur Letter of Credit Liabilities under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of Lenders or Agent shall have any further obligation to make Loans to, or incur Letter of Credit Liabilities on behalf of, the Borrower or to renew, extend or amend any existing Letter of Credit Liabilities. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities of the Borrower and the other Credit Parties to Lenders and Agent under or in respect of the Credit Documents insofar as such obligations and liabilities survive termination of the Credit Documents shall continue in full force and effect in accordance with their terms.

The Payoff Amount referred to above, should be sent by federal funds wire transfer to Deutsche Bank, New York, New York, Account No. 50-283-811, ABA No. 021-001-033, Account Name: HFS GE Bus Fin Serv Inc., Reference: ATI, no later than 3:00 p.m. (Chicago time) today.

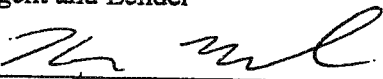
This Agreement shall be governed by the internal laws of the State of Illinois. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

[Signature Page Follows]

If you need additional information, please do not hesitate to contact us.

Very truly yours,

GE BUSINESS FINANCIAL SERVICES INC.,
as Agent and Lender

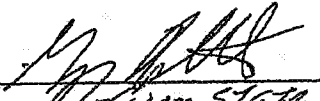
By: 

Name: *Keith Bird*

Its: Duly Authorized Signatory

ACCEPTED and AGREED:

ATI HOLDINGS, LLC

By: 
Name: W. Gray Steese
Title: CEO

ATI Payoff Letter