900366610 06/03/2016

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE: RESUBMISSION

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

RESUBMIT DOCUMENT ID: 900365374

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Black Diamond Commercial Finance, L.L.C.		05/18/2016	Corporation:

RECEIVING PARTY DATA

Name:	Arclin Surfaces, Inc.		
Street Address:	1000 Holcomb Woods Parkway, Suite 342		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	Corporation: WISCONSIN		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	74534381	CROSSCUT ADVANTAGE	
Serial Number:	72170177	CREZON	

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 2127353000

Email: sara.mooney@skadden.com

Skadden, Arps, Slate, Meagher & Flom LLP **Correspondent Name:**

Four Times Square Address Line 1: Address Line 2: Megan Manfred

New York, NEW YORK 10036 Address Line 4:

ATTORNEY DOCKET NUMBER: 146170/1 NAME OF SUBMITTER: Megan Manfred **SIGNATURE:** /s/ Megan Manfred **DATE SIGNED:** 06/03/2016

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of May 18, 2016 (this "Release"), is made by BLACK DIAMOND COMMERCIAL FINANCE, L.L.C., as collateral agent (in such capacity, including its successors and assigns, the "Second Lien Agent"), in favor of ARCLIN SURFACES, INC. ("Grantor"). Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Credit Agreement (as defined below).

WHEREAS, Grantor has entered into the Credit and Guarantee Agreement, dated as of January 15, 2010 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Arclin US Holdings Inc., a Delaware corporation (the "Borrower"), and the US Subsidiaries of Arclin Lux Holdings S.à r.l., a Luxembourg private limited liability company, from time to time party thereto as Guarantors, the financial institutions party thereto from time to time (the "Lenders") and Black Diamond Commercial Finance, L.L.C., as administrative agent for the Lenders and as collateral agent for the Secured Parties; and

WHEREAS, Grantor has entered into the Security Agreement, dated as of January 15, 2010 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), among the Grantor and the Second Lien Agent, pursuant to which the Grantor granted liens in substantially all of its assets to the Second Lien Agent for the benefit of the Secured Parties (the "Second Lien Secured Parties").

WHEREAS, in accordance with the Second Lien Credit Agreement, Grantor and Second Lien Agent entered into that certain Second Lien Trademark Security Agreement, dated as of January 15, 2010 (the "<u>Trademark Security Agreement</u>"), pursuant to which, to secure the prompt payment and performance of the Obligations, Grantor, pursuant to the Second Lien Credit Agreement, granted to Second Lien Agent, for the benefit of the Second Lien Secured Parties, a continuing security interest and Lien upon all of Grantor's right, title and interest in and to the following (the "<u>Trademark Collateral</u>"):

- (a) the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (the "<u>Trademarks</u>");
- (b) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (c) any and all proceeds of, collateral for, income, royalties and other payments then or thereafter due and payable with respect to, and supporting obligations relating to, any and all of the Trademark Collateral of or arising from any of the foregoing.

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 19, 2010 at Reel 04133 / Frame 0377; and

WHEREAS, the Obligations have been fully paid and performed and Second Lien Agent has agreed to terminate the Trademark Security Agreement and terminate, cancel, release, and discharge in full its continuing security interest in and Lien on all such Trademark Collateral.

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

- 1. <u>Release of Lien</u>. Second Lien Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels, releases, and discharges in full any and all Liens and security interests that it has in, to and under the Trademark Collateral. The Second Lien Agent hereby reassigns and transfers any right, title and interest that Second Lien Agent may have in the Trademark Collateral to Grantor.
- 2. <u>Authorization to Record</u>. Second Lien Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.
- 3. <u>Further Assurances</u>. Second Lien Agent 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 documents or other instruments), reasonably requested by Grantor to evidence, record and more fully and effectively effectuate the purposes of this Release, at Grantor's sole expense.
- 4. <u>Governing Law</u>. This Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, Agent has duly executed this RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the date first written above.

BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.

As Second Lien Agent

By: Name:

Its:

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

1. United States Trademark registrations and applications

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
CROSSCUT ADVANTAGE	74/534,381	6/7/1994	2010,599	10/22/1996
CREZON	72/170,177	6/3/1963	766,584	3/17/1964

2. Other Trademark registrations and applications

Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
CREZON II	Canada	0496878	12/31/1982	TMA297953	12/7/1984
CREZON & design	Canada	0226061	7/24/1954	TMA101522	9/30/1955

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RECORDED: 05/23/2016