

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION OF SECURITY INTEREST IN TRADEMARKS		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		05/26/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VARI-FORM INC.		
Street Address:	780 WRIGHT STREET		
City:	STRATHROY, ONTARIO		
State/Country:	CANADA		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1437939	VARI-FORM	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	pcyngier@jonesday.com		
Correspondent Name:	Matthew J. Gherlein		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	JONES DAY		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Matthew J. Gherlein		
SIGNATURE:	/Matthew J. Gherlein/		
DATE SIGNED:	05/31/2016		
Total Attachments: 4			
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of May 26, 2016 is made by Jefferies Finance LLC, as administrative agent (in such capacity, the "Administrative Agent"), in favor of Vari-Form Inc., a Canadian corporation (the "Pledgor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below). Notwithstanding the foregoing, for the purposes of this Termination, "Trademark Collateral" shall have the meaning assigned to such term in the Trademark Security Agreement (as defined below) and shall include, without limitation, those Trademark Registrations and Trademark Applications listed on Schedule 1 attached hereto.

WHEREAS, pursuant to that (i) certain First Lien Term Loan Guaranty, Pledge and Security Agreement, dated as of September 30, 2014 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") among the Pledgor, the other Grantors party thereto and the Administrative Agent and (ii) certain Trademark Security Agreement, dated as of August 26, 2015 (the "Trademark Security Agreement") and executed by the Pledgor in favor of the Administrative Agent, the Pledgor pledged and granted to the Administrative Agent a security interest in and continuing lien on all of the Pledgor's right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the security interest in the Trademark Collateral pledged and granted by the Pledgor to the Administrative Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on August 26, 2015, at Reel 5609, and Frame 0724; and

WHEREAS, the Administrative Agent has agreed to terminate, release and discharge its security interest and lien on all of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Pledgor secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Pledgor's right, title and interest in, to and under the Trademark Collateral, including all goodwill associated with the Trademark Collateral, and hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Trademark Collateral to the Pledgor.

2. The Administrative Agent authorizes and requests that the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

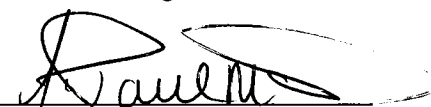
3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT

REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

**Schedule 1
to
Termination of Security Interest in Trademarks**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Name of Trademark	Application Number	File Date	Registration Number	Registration Date
VARI-FORM INC.	VARI-FORM	73/560818	9/30/1985	1437959	4/28/1987
