

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		07/01/2016	Administrative Agent:
RECEIVING PARTY DATA			
Name:	Ennis Paint, Inc.		
Street Address:	1509 S. Kaufman		
City:	Ennis		
State/Country:	TEXAS		
Postal Code:	75120		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3736189	IMPRINT	
CORRESPONDENCE DATA			
Fax Number:	3303764577		
<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:	330-376-2700		
Email:	TLink@ralaw.com		
Correspondent Name:	Terrence H. Link II		
Address Line 1:	222 S. Main St.		
Address Line 4:	Akron, OHIO 44308		
ATTORNEY DOCKET NUMBER:	112843.0008		
NAME OF SUBMITTER:	Terrence H. Link II		
SIGNATURE:	/thl/		
DATE SIGNED:	07/13/2016		
Total Attachments: 3			
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of July 1, 2016, is made by Wilmington Trust, National Association, as administrative agent (in such capacity, the "Administrative Agent"), in favor of Ennis Paint, Inc., a Texas corporation (the "Grantor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Collateral Agreement (as defined below).

WHEREAS, pursuant to (i) that certain Second Lien Collateral Agreement, dated as of June 13, 2016 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement") between the Grantor, the other grantors party thereto and the Administrative Agent and (ii) that certain Trademark Security Agreement, dated as of June 13, 2016 (the "Trademark Security Agreement") executed by the Grantor and the other grantors party thereto in favor of the Administrative Agent, the Grantor granted to the Administrative Agent a security interest in all of the Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule 1 attached hereto (the "Trademark Collateral"); and

WHEREAS, the security interest in the Trademark Collateral granted by the Grantor to the Administrative Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on June 13, 2016 at Reel/Frame 5812/0260; 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 Grantor secured by the Trademark Collateral pursuant to the Collateral 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 Grantor'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 Grantor.


2. The Administrative Agent authorizes and requests that the United States Commissioner of Patents and 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 LAW 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.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Administrative Agent

By: 
Name: Jeffrey Rose
Title: Vice President

Schedule 1
to
Termination of Security Interests in Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
IMPRINT	77/689566	3/12/2009	3736189	1/12/2010