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ETAS ID: TM391285

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		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

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: 330-376-2700

Email: TLink@ralaw.com

Correspondent Name: Terrence H. Link II

Address Line 1: 222 S. Main St.

Address Line 2: Roetzel & Andress

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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> TRADEMARK REEL: 005833 FRAME: 0600

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "<u>Termination</u>"), dated as of July 1, 2016, is made by Antares Capital LP, as Administrative Agent (in such capacity, the "<u>Administrative Agent</u>"), in favor of Ennis Paint, Inc. ("<u>Pledgor</u>"). 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 that (i) certain First 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 Pledgors, the other pledgors party thereto and the Administrative Agent and (ii) certain Trademark Security Agreement, dated as of June 13, 2016 (the "Trademark Security Agreement") executed by the Pledgors in favor of the Administrative Agent, the Pledgors granted to the Administrative Agent a security interest in all of the Pledgors' 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 Pledgors to the Administrative Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on June 14, 2016 at Reel/Frame 5813/0629; 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 Pledgors 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 Pledgors' 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 each Pledgor, as applicable.
- 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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TRADEMARK
REEL: 005833 FRAME: 0601

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.

ANTARES CAPITAL LP, as Administrative Agent

By: Jeff Battchen

Title:

Schedule 1 to Termination of Security Interests in Trademarks

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

#4819-4212-1268v2

RECORDED: 07/13/2016

TRADEMARK REEL: 005833 FRAME: 0603