

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392977

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deutsche Bank Trust Company Americas, as Administrative Agent		07/27/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Builders & Contractors Supply Co., Inc.		
<b>Street Address:</b>	1 ABC Parkway		
<b>City:</b>	Beloit		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53511		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3719939	EVERLAST	
<b>Registration Number:</b>	3842818	EZNAIL	
<b>Registration Number:</b>	3842817	CEDARTOUCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>			
<b>Phone:</b>	3123722000		
<b>Email:</b>	umattsson@mwe.com, kwalsh@mwe.com		
<b>Correspondent Name:</b>	Kelly Walsh, McDermott Will & Emery LLP		
<b>Address Line 1:</b>	227 W. Monroe Street, Suite 4400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Ulrika E. Mattsson		
<b>SIGNATURE:</b>	/Ulrika E. Mattsson/		
<b>DATE SIGNED:</b>	07/28/2016		
<b>Total Attachments: 4</b>			
source=TL - ABC Supply Trademark Release#page1.tif			
source=TL - ABC Supply Trademark Release#page2.tif			

CH \$90.00 3719939

source=TL - ABC Supply Trademark Release#page3.tif

source=TL - ABC Supply Trademark Release#page4.tif

**RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this “Release”), dated as of July 27, 2016 (the “Effective Date”), is made by Deutsche Bank Trust Company Americas, in its capacity as Administrative Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Term Loan Security Agreement, dated as of April 16, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of November 17, 2015 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 19, 2015 at Reel/Frame 005673/0137;

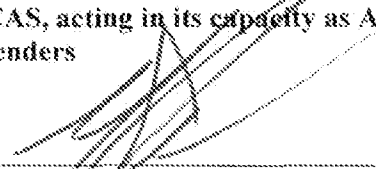
WHEREAS, in reliance of the Grantor’s representations and warranties concerning the sale of the Released Trademarks (as defined below), the Agent has agreed to release, discharge, terminate and cancel its security interest in such Released Trademarks;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels its security interest in the trademark registrations and applications set forth on Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement (the “Released Trademarks”). This Release is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the Security Agreement or the Trademark Security Agreement (the “Retained Collateral”). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such Retained Collateral, and the Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
3. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and 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 the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
4. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS, acting in its capacity as Agent  
for the Lenders**

By:  \_\_\_\_\_

Name: Michael Shannon  
Title: Vice President

By:  \_\_\_\_\_

Name: Peter Cucchiara  
Title: Vice President

[Signature Page to Trademark Release]

**TRADEMARK  
REEL: 005841 FRAME: 0307**

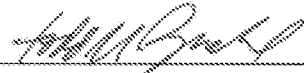
IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS, acting in its capacity as Agent  
for the Lenders**

By: \_\_\_\_\_  
Name:  
Title:

**GRANTOR:**

**AMERICAN BUILDERS &  
CONTRACTORS SUPPLY CO., INC.**

By:  \_\_\_\_\_  
Name:  
Title:

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

No.	TITLE	REGISTRATION NUMBER
1.	EVERLAST	3719939
2.	EZNAIL	3842818
3.	CEDARTOUCH	3842817