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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM404179

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Associated Bank, National Association		08/13/2015	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Regal Ware, Inc.
Street Address:	1675 Reigle Drive
City:	Kewaskum
State/Country:	WISCONSIN
Postal Code:	53040
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 30

PROPERTY NUMBERS Total. 50		
Property Type	Number	Word Mark
Registration Number:	3805566	AMERICAN KITCHEN
Registration Number:	1519876	CLASSICA
Registration Number:	1478543	DOL-FYN
Registration Number:	2076382	DOVE
Serial Number:	85461596	HEALTHY SOLUTIONS 316 TI TITANIUM STAINL
Serial Number:	85461605	HEALTHYSOLUTIONS TI TITANIUM STAINLESS S
Registration Number:	1823761	IMAGE
Registration Number:	0605016	INKOR
Registration Number:	1969273	KF
Registration Number:	1937983	KITCHEN FAIR
Registration Number:	4059650	KITCHEN FAIR
Registration Number:	1557944	KITCHEN NUTRITION
Registration Number:	1507242	L
Registration Number:	1128596	LIFETIME
Registration Number:	1458381	LIFETIME
Registration Number:	1815396	LIFETIME
Registration Number:	2533308	LIQUID CORE
Registration Number:	2845117	NAUTILUS
Serial Number:	85810558	R REGALWARE
		TRADEMARK

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1221567	REGAL
Registration Number:	1909731	REGAL
Registration Number:	1221566	REGAL
Registration Number:	0795035	ROYAL QUEEN
Registration Number:	1067586	SALADMASTER
Registration Number:	3723619	SALADMASTER WE CHANGE LIVES
Registration Number:	1088180	SOLAR CAP
Registration Number:	2583303	R
Registration Number:	1097520	TEMP-TONE
Registration Number:	1676677	ULTRA CLEAN
Registration Number:	4170771	WE CHANGE LIVES

CORRESPONDENCE DATA

Fax Number:

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: 414-298-8185

Email: tmadmin@reinhartlaw.com

Correspondent Name: Daniel E. Kattman Address Line 1: 1000 N Water St.

Address Line 2: Suite 1900

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER: Daniel E. Kattman	
SIGNATURE:	/dek/
DATE SIGNED:	11/02/2016

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of August 12, 2015 (this "Termination and Release"), from Associated Bank, National Association ("Lender"), to Regal Ware, Inc., a Delaware corporation, (the "Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in that certain Notice of Security Interest in Trademarks dated as of April 17, 2013 ("Trademark Security Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 17, 2013, as amended by that certain First Amendment to Loan and Security Agreement, dated as of August 27, 2014 (the "Loan and Security Agreement"), made between the Lender and the Grantor, the Lender agreed to extend credit to the Grantor subject to the terms and conditions set forth therein;

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor granted to the Lender a security interest in all of the Grantor's trademarks and the registrations and applications therefore, including the Released Trademark Collateral (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 1, 2013 at Reel 5016 and Frame 0332; and

WHEREAS, the Lender now desires to terminate and release the entirety of the security interest granted in and recorded against the Released Trademark Collateral (as hereinafter defined).

NOW, THEREFORE, for good and valuable consideration, and upon the terms set forth in this Termination and Release, the Lender and the Grantor hereby agree as follows:

- 1. <u>Definition</u>. The term "<u>Released Trademark Collateral</u>," as used herein, shall mean all rights, title and interests in and to all of Grantor's trademarks and the registrations and applications therefore whether now owned or hereinafter acquired, including the Trademarks listed on Schedule A hereto.
- 2. <u>Release of Security Interest</u>. The Lender hereby terminates, releases and discharges its Security Interest in and lien on the Released Trademark Collateral, and any right, title or interest the Lender may have in the Released Trademark Collateral shall hereby cease and become void, all without any recourse, representation or warranty of any kind.
- 3. <u>Authorization</u>. The Lender authorizes the Grantor to request that the United States Patent and Trademark Office record this Termination and Release against the Released Trademark Collateral.

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- 4. <u>Further Assurances</u>. The Lender hereby agrees to, at the request and expense of Grantor, duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case as may be reasonably necessary to effect the release of the security interest in the Released Trademark Collateral.
- 5. Counterparts. This Termination and Release may be executed in one or more counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Termination and Release by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Termination and Release.
- 6. <u>GOVERNING LAW.</u> THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WISCONSIN.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have executed this Termination and Release by their respective duly authorized officers as of the date first above written.

ASSOCIATED BANK, NATIONAL ASSOCIATION, as Lender

Name: Dale Grzenia

Title: Senior Vice President

Signature Page to Termination and Release of Security Interest in Trademark Rights

REGAL WARE, INC., as Grantor

Name: Tracy Pearson

Title: Chief Financial Officer & Treasurer

Signature Page to Termination and Release of Security Interest in Trademark Rights

Schedule A

Serial Number	Registration Number	Word Mark
77/724,150	3,805,566	AMERICAN KITCHEN
73720349	1,519,876	CLASSICA
73/635,566	1,478,543	DOL-FYN
75/019,033	2,076,382	DOVE
85/461,596		HEALTHY SOLUTIONS 316 TI TITANIUM
		STAINLESS STEEL & design
85/461,605		HEALTHYSOLUTIONS TI TITANIUM
		STAINLESS STEEL (stylized)
74/334,032	- 1,823,761	IMAGE
71/668,220	605,016	INKOR (stylized)
74/529,593	1,969,273	KF & design
74/529,062	1,937,983	KITCHEN FAIR
85/291,330	4,059,650	KITCHEN FAIR
73762386	1,557,944	KITCHEN NUTRITION and Design
73/720,153	1,507,242	L (stylized)
73/190,302	1,128,596	LIFETIME
73/646,742	1,458,381	LIFETIME
74017983	1815396	LIFETIME
75/726,259	2,533,308	LIQUID CORE
75/720,696	2,845,117	NAUTILUS
85/810,558		R REGALWARE & design
73350477	1,221,567	REGAL
74/481,396	1,909,731	REGAL
73/350,476	1,221,566	REGAL & design
72/199,936	795,035	ROYAL QUEEN
73/064,194	1,067,586	SALADMASTER
77/645,093	3,723,619	SALADMASTER WE CHANGE LIVES (stylized)
73/112,939	1,088,180	SOLAR CAP
76/019,822	2,583,303	Stylized R Design
73/147,095	1,097,520	TEMP-TONE
74/044,782	1,676,677	ULTRA CLEAN
85/447,496	4,170,771	WE CHANGE LIVES

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RECORDED: 11/02/2016