

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM409904

<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>
Antares Capital LP, as Administrative Agent		12/20/2016	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Watertite Products, Inc.		
<b>Street Address:</b>	455 W. Victoria Street		
<b>City:</b>	Compton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90220		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1871200	AB & A	
<b>Registration Number:</b>	2433102	TRAP WRAP	
<b>Registration Number:</b>	2575651	TRUEBRO	
<b>Registration Number:</b>	2027294	LAV GUARD	
<b>Registration Number:</b>	2010043	LAV SHIELD	
<b>Registration Number:</b>	2671795	TB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	387132-95		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		
<b>SIGNATURE:</b>	/Oscar Ruiz/		
<b>DATE SIGNED:</b>	12/22/2016		

CH \$165.00 1871200

**Total Attachments: 3**

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## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 20, 2016, by ANTARES CAPITAL LP acting in its capacity as successor to General Electric Capital Corporation (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

### **W I T N E S S E T H:**

WHEREAS, Watertite Products, Inc. (“Grantor”) and Agent were parties to that certain Trademark Security Agreement dated as of February 6, 2015 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Agent in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 9, 2015, at Reel 5456, Frame 0021;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby terminates, cancels, releases and discharges its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. This Trademark Release and Reassignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**ANTARES CAPITAL LP**

By: 

Name: Steven Carboni

Title: Duly Authorized Signatory

## SCHEDULE 1

### 1. REGISTERED TRADEMARKS

Jurisdiction	Mark	Reg. Date	Reg. No.	Owner
United States	AB&A (stylized)	3-Jan-1995	1871200	WATERTITE PRODUCTS, INC.
United States	TRAP WRAP	6-Mar-2001	2433102	WATERTITE PRODUCTS, INC.
United States	TRUEBRO	4-Jun-2002	2575651	WATERTITE PRODUCTS, INC.
United States	LAV GUARD	31-Dec-1996	2027294	WATERTITE PRODUCTS, INC.
United States	LAV SHIELD	22-Oct-1996	2010043	WATERTITE PRODUCTS, INC.
United States	TB	7-Jan-2003	2671795	WATERTITE PRODUCTS, INC.

### 2. TRADEMARK APPLICATIONS

None.

### 3. IP LICENSES

None.