

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM416166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Collateral Agent		02/14/2017	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ferro Electronic Materials, Inc.		
Street Address:	1789 Transelco Drive		
City:	Penn Yan		
State/Country:	NEW YORK		
Postal Code:	14527		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0433994	TICON	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	030786-0429		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	02/15/2017		
Total Attachments: 4			
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TRADEMARK

REEL: 005989 FRAME: 0065

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of February 14, 2017 (the "Effective Date"), by **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of **FERRO ELECTRONIC MATERIALS, INC.**, an Delaware Corporation (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (as defined below), or if not defined therein, in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor is a party to that certain Pledge and Security Agreement, dated as of July 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, Ferro Corporation, the Designated Borrowers from time to time party thereto, the lenders, PNC Bank, National Association, as administrative agent for the lenders and as Collateral Agent for the Secured Parties and as the Issuer, and various financial institutions and other Persons from time to time party thereto as lenders pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement, dated as of July 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor assigned, pledged, hypothecated, charged, mortgaged, delivered, and transferred to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and granted to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in, among other things, all of the following property: (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark"); all Trademark licenses for the grant by or to the Grantors of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto; all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b); the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world. (collectively, the "Released Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5342, Frame 0460 on August 12, 2014; and

WHEREAS, the Collateral Agent desires to release its lien on and continuing security interest in and to all of the right, title, and interest of the Grantor in the Released Trademark Collateral;

NOW THEREFORE, in consideration of the foregoing and other good and valuable

consideration, receipt, and sufficiency of which are hereby acknowledged, Collateral Agent hereby releases, relinquishes and discharges, with respect to the Grantor, all of its security interest in all such Grantor's right, title, and interest in, to and under the Released Trademark Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in the Released Trademark Collateral, all without warranty or representation of any kind.

The Collateral Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the lien on and security interest of the Collateral Agent in the Released Trademark Collateral.

[Signature page follows]

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

PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By: 

Name: Scott D. Beran

Title: Senior Vice President

Schedule I
to Trademark Security Agreement

Item A. Issued Trademarks, Pending Trademark Applications and Trademark Applications in Preparation

Trademark Registrations

Trademark	Reg. No.	Reg. Date	Owner
TICON	0433994	November 4, 1947	Ferro Electronic Materials, Inc.

Item B. Trademark Licenses