

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416167

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 Corporation
Street Address:	6060 Parkland Blvd.
Internal Address:	Suite 250
City:	Mayfield Hts
State/Country:	OHIO
Postal Code:	44124
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	2988075	ACE
Registration Number:	1393723	ALOX
Registration Number:	1221372	AMERICAL
Registration Number:	4325446	AQUARELEASE
Registration Number:	1041567	CATA-CHEK
Registration Number:	0839806	CE-RITE
Registration Number:	2438817	CERMARK
Registration Number:	2597392	CERMARK
Registration Number:	2581488	CERMARK
Registration Number:	2444691	CERMARK
Registration Number:	1004166	CONDUCTROX
Registration Number:	2711906	COOL COLORS
Registration Number:	0710108	
Registration Number:	0794281	
Registration Number:	0419066	
Registration Number:	2845284	ECLIPSE
Registration Number:	3664035	EVOLUTION

CH \$1115.00 2988075

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0545912	FERRO
Registration Number:	0549848	FERRO
Registration Number:	0684616	FERRO
Registration Number:	1382917	FERROCON
Registration Number:	1280330	FERROFLEX
Registration Number:	1382918	FERROFLO
Registration Number:	1455961	FERROPAK
Registration Number:	1836504	GEODE
Registration Number:	3207819	LENSMAX
Registration Number:	1011327	MICRO-CHEK
Registration Number:	0923047	MIRAMAX
Registration Number:	1779957	PDI
Registration Number:	1105842	PERC
Registration Number:	1045181	PLAS-CHEK
Registration Number:	3559830	RUFLUX
Registration Number:	0265127	SANTICIZER
Registration Number:	1048383	SATINAL
Registration Number:	1112060	SPECTRAFLO
Registration Number:	3655259	SURESTOP
Registration Number:	3844868	SURESTOP
Registration Number:	2674257	SYNPRO
Registration Number:	1041570	THERM-CHEK
Registration Number:	0812789	TIZOX
Registration Number:	3655260	TRUPLANE
Registration Number:	1063622	UV-CHEK
Registration Number:	0781180	VIBROXIDE
Registration Number:	0708245	ZOX

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 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: 5 source=Ferro TM Release 5342-0480#page1.tif source=Ferro TM Release 5342-0480#page2.tif source=Ferro TM Release 5342-0480#page3.tif source=Ferro TM Release 5342-0480#page4.tif source=Ferro TM Release 5342-0480#page5.tif	

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 CORPORATION**, an Ohio 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, 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 0480 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

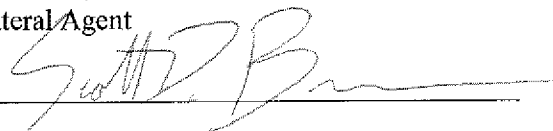
consideration, receipt, and sufficiency of which are hereby acknowledged, Collateral Agent hereby releases, relinquishes and discharges, with respect to the Grantor, all of its security interest in all such Grantor's right, title, and interest in, to and under the Released Trademark Collateral, and re-assigns 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
ACE	2988075	August 23, 2005	Ferro Corporation
ALOX	1393723	May 20, 1986	Ferro Corporation
AMERICAL 	1221372	December 28, 1982	Ferro Corporation
AQUARELEASE	4325446	April 23, 2013	Ferro Corporation
CATA-CHEK	1041567	June 22, 1976	Ferro Corporation
CE-RITE	0839806	December 5, 1967	Ferro Corporation
CERMARK	2438817	March 27, 2001	Ferro Corporation
CERMARK	2597392	July 23, 2002	Ferro Corporation
CERMARK 	2581488	June 18, 2002	Ferro Corporation
CERMARK 	2444691	April 17, 2001	Ferro Corporation
CONDUCTROX	1004166	February 11, 1975	Ferro Corporation
COOL COLORS	2711906	April 29, 2003	Ferro Corporation
Design Only 	0710108	January 24, 1961	Ferro Corporation
Design Only 	0794281	August 17, 1965	Ferro Corporation
Design Only 	0419066	February 5, 1946	Ferro Corporation
ECLIPSE	2845284	May 25, 2004	Ferro Corporation
EVOLUTION	3664035	August 4, 2009	Ferro Corporation
FERRO	0545912	July 31, 1951	Ferro Corporation
FERRO	0549848	October 23, 1951	Ferro Corporation
FERRO	0684616	September 8, 1959	Ferro Corporation
FERROCON	1382917	February 18, 1986	Ferro Corporation
FERROFLEX	1280330	June 5, 1984	Ferro Corporation
FERROFLO	1382918	February 18, 1986	Ferro Corporation
FERROPAK	1455961	September 8, 1987	Ferro Corporation
GEODE	1836504	May 17, 1994	Ferro Corporation

Trademark	Reg. No.	Reg. Date	Owner
LENSMAX	3207819	February 13, 2007	Ferro Corporation
MICRO-CHEK	1011327	May 27, 1975	Ferro Corporation
MIRAMAX	0923047	November 2, 1971	Ferro Corporation
PDI	1779957	July 6, 1993	Ferro Corporation
PERC	1105842	November 14, 1978	Ferro Corporation
PLAS-CHEK	1045181	August 3, 1976	Ferro Corporation
RUFLUX	3559830	January 13, 2009	Ferro Corporation
SANTICIZER	0265127	December 17, 1929	Ferro Corporation
SATINAL	1048383	September 21, 1976	Ferro Corporation
SPECTRAFLO	1112060	January 30, 1979	Ferro Corporation
SURESTOP	3655259	July 14, 2009	Ferro Corporation
SURESTOP	3844868	September 7, 2010	Ferro Corporation
SYNPRO 	2674257	January 14, 2003	Ferro Corporation
THERM-CHEK	1041570	June 22, 1976	Ferro Corporation
TIZOX	0812789	August 16, 1966	Ferro Corporation
TRUPLANE	3655260	July 14, 2009	Ferro Corporation
UV-CHEK	1063622	April 19, 1977	Ferro Corporation
VIBROXIDE	0781180	December 8, 1964	Ferro Corporation
ZOX	0708245	December 13, 1960	Ferro Corporation

Item B. Trademark Licenses