

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grace Bay Holdings II, LLC		10/26/2012	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Jerith Manufacturing Company, Inc.		
Street Address:	14400 McNulty Rd.		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19154		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78339246	DELGARD	
CORRESPONDENCE DATA			
Fax Number:	6106878830		
<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:	6106871100		
Email:	dfriedman@pkpc.net		
Correspondent Name:	Danielle Friedman		
Address Line 1:	1255 Drummers Lane, Ste 105		
Address Line 4:	Wayne, PENNSYLVANIA 19087		
NAME OF SUBMITTER:	Danielle Friedman		
SIGNATURE:	/Danielle Friedman/		
DATE SIGNED:	04/05/2017		
Total Attachments: 14			
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PARTIAL LIEN RELEASE LETTER

October 26 2012

Delair L.L.C.
8600 River Road
Delair, NJ 08110
Attention: Chief Executive Officer

Jerith Manufacturing Company, Inc.
14400 McNulty Road
Philadelphia, PA 19154
Attention: Mr. Bruce Schwartz, President

Re: Partial Lien Release under the Second Amended and Restated Credit Agreement

Ladies and Gentlemen:

Reference is hereby made to that certain Second Amended and Restated Credit Agreement (the "Credit Agreement"), dated as of March 15, 2011, as amended, among Delair L.L.C. ("Seller"), Biscayne Metals Finance, LLC, in its capacity as agent for the lenders thereto (the "Agent"), the lenders party thereto (the "Lenders") and certain other parties thereto. Capitalized terms not otherwise defined herein shall have the respective meanings given such terms in the Credit Agreement.

Agent has been informed that Seller has entered into that certain Asset Purchase Agreement, dated as of October 17, 2012 (the "Purchase Agreement"), with Jerith Manufacturing Company, Inc. ("Purchaser"), pursuant to which Purchaser has agreed to purchase from Seller the Purchased Assets (as defined in the Purchase Agreement) (the "Transaction").

Solely to the extent, and at the time that, the Transaction is actually consummated strictly in accordance with the terms of the Purchase Agreement (including payment to Seller of the Cash Purchase Price (as defined in the Purchase Agreement) less the amount of the Division Escrow (as defined in the Purchase Agreement)), the Agent, acting on behalf of itself and as Agent, hereby agrees to release and discharge its security interests in, and other liens on, the Purchased Assets, including by filing UCC Financing Statement Amendments with respect to Financing Statements 2523954-6 filed May 27, 2009 with the New Jersey Secretary of State and 2487561-5 filed August 4, 2008, to remove the Purchased Assets from the description of collateral thereto. For the avoidance of doubt, none of the forgoing shall affect in any manner (a) any assets other than the Purchased Assets or (b) any obligations of Seller under the Credit Agreement.

This Partial Lien Release Letter may be executed in any number of 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.

This Partial Lien Release Letter, to the extent signed and delivered by means of a facsimile machine or other electronic means (including PDF), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

[Signature page follows]

Very truly yours,

BISCAYNE METALS FINANCE, LLC

By: 

Name: Sean O'Sullivan

Title:

Acknowledged and agreed:

DELAIR L.L.C.

By: _____

Name:

Title:

TRADEMARK

REEL: 006026 FRAME: 0450



1 OF 1 RECORD(S)

UCC Filings

1:NEW JERSEY UCC Record

Debtor Information

Debtor 1

Name: DELAIR L.L.C.
Standardized Address: 9000 RIVER RD
PENNSAUKEN, NJ 08110

Original Address: 9000 RIVER RD
DELAIR, NJ 08110-3204

Debtor 2

Name: DELAIR, L.L.C.
Standardized Address: 9000 RIVER RD
PENNSAUKEN, NJ 08110

Original Address: 9000 RIVER RD
DELAIR, NJ 08110-3204

Debtor 3

Name: SHAPES, L.L.C.
Standardized Address: 9000 RIVER RD
PENNSAUKEN, NJ 08110

Original Address: 9000 RIVER RD
DELAIR, NJ 08110-3204

Debtor 4

Name: SHAPES, L.X.C.
Standardized Address: 9000 RIVER RD
PENNSAUKEN, NJ 08110

Original Address: 9000 RIVER RD
DELAIR, NJ 08110-3204

Debtor 5

Name: SHAPES/ARCH HOLDINGS, L.L.C.
Standardized Address: 9000 RIVER RD
PENNSAUKEN, NJ 08110

Original Address: 9000 RIVER RD
DELAIR, NJ 08110-3204

Debtor 6

UCC Filings

Name: SLCC OLDCC, L.L.C.
Standardized Address: 9000 RIVER RD
PENNSAUKEN, NJ 08110

Original Address: 9000 RIVER ROAD
DELAIR, NJ 08110-3204

Debtor 7

Name: SLCC OLDEO, L.L.C.
Standardized Address: 9000 RIVER RD
PENNSAUKEN, NJ 08110

Original Address: 9000 RIVER ROAD
DELAIR, NJ 08110-3204

Debtor 8

Name: ULTRA, L.L.C.

Debtor 9

Name: ULTRA, L.L.C.
Standardized Address: 9000 RIVER RD
PENNSAUKEN, NJ 08110

Original Address: 9000 RIVER RD
DELAIR, NJ 08110-3204

Debtor 10

Name: ULTRA, L.L.C.
Standardized Address: 900 RIVER RD
PENNSAUKEN, NJ 08110

Original Address: 900 RIVER RD
PENNSAUKEN, NJ 08110

Secured Party Information

Secured 1

Name: BISCAYNE METALS FINANCE, LLC, AS AGENT

Secured 2

Name: BISCAYNE METALS FINANCE, LLC, AS AGENT
Standardized Address: 1001 BRICKELL BAY DR FL 28
MIAMI, FL 33131

Original Address: 1001 BRICKELL BAY DRIVE, 26TH FLOOR
MIAMI, FL 33131-4940

Secured 3

UCC Filings

Name: BISCAYNE METALS FINANCE, LLC, AS AGENT C/O H.I.G. CAPITAL, L.L.C.
Standardized Address: 1001 BRICKELL BAY DR FL 26
MIAMI, FL 33131

Original Address: 1001 BRICKELL BAY DRIVE, 26TH FLOOR
MIAMI, FL 33131-4940

Secured 4

Name: GRACE BAY HOLDINGS II, LLC

Secured 5

Name: GRACE BAY HOLDINGS II, LLC C/O H.I.G. CAPITAL, L.L.C.
Standardized Address: 1001 BRICKELL BAY DR FL 26
MIAMI, FL 33131

Original Address: 1001 BRICKELL BAY DRIVE, 26TH FLOOR
MIAMI, FL 33131-4940

Secured 6

Name: WELLS FARGO FOOTHILL, LLC

Secured 7

Name: WELLS FARGO FOOTHILL, LLC
Standardized Address: 1 BOSTON PL STE 1800
BOSTON, MA 02108

Original Address: ONE BOSTON PLACE, SUITE 1800
BOSTON, MA 02108-4434

Filing Information

Original Filing Number: 24875615
Original Filing Date: 08/04/2008
Filing Agency: SECRETARY OF STATE/UCC DIVISION

Filing Agency Address: 315 W STATE ST
TRENTON, NJ 08618

Filing Type: INITIAL FILING
Filing Number: 24875615
Filing Date: 08/04/2008
Filing Time: 17:00
Vendor Entry Date: 10/04/2008
Vendor Update Date: 2013

Filing Type: AMENDMENT
Filing Number: 24875615
Filing Date: 01/12/2009
Filing Time: 17:00
Vendor Entry Date: 03/06/2009
Vendor Update Date: 2016

UCC Filings

Filing Type: ASSIGNMENT
Filing Number: 24875615
Filing Date: 08/27/2009
Filing Time: 17:00
Vendor Entry Date: 11/11/2009
Vendor Update Date: 2009

Filing Type: AMENDMENT
Filing Number: 24875615
Filing Date: 12/22/2009
Filing Time: 17:00
Vendor Entry Date: 03/03/2010
Vendor Update Date: 2010

Filing Type: AMENDMENT
Filing Number: 24875615
Filing Date: 11/01/2012
Filing Time: 09:01
Vendor Entry Date: 02/23/2013
Vendor Update Date: 2013

Filing Type: AMENDMENT
Filing Number: 24875615
Filing Date: 02/15/2013
Filing Time: 11:35
Vendor Entry Date: 05/11/2013
Vendor Update Date: 2013

Filing Type: CONTINUATION
Filing Number: 24875615
Filing Date: 07/25/2013
Filing Time: 09:01
Vendor Entry Date: 11/13/2013
Vendor Update Date: 2013

Collateral Collateral1

Collateral Description: 11/01/2012 24875615 - ASSETS INCLUDING PROCEEDS AND PRODUCTS;EQUIPMENT INCLUDING PROCEEDS AND PRODUCTS;FIXTURES INCLUDING PROCEEDS AND PRODUCTS;INVENTORY INCLUDING PROCEEDS AND PRODUCTS;GENERAL INTANGIBLE(S) INCLUDING PROCEEDS AND PRODUCTS;CHATTEL PAPER INCLUDING PROCEEDS AND PRODUCTS;ACCOUNT(S) INCLUDING PROCEEDS AND PRODUCTS

Collateral2

Collateral Description: 08/04/2008 24875615 - FIXTURES INCLUDING PROCEEDS AND PRODUCTS;ACCOUNT(S) INCLUDING PROCEEDS AND PRODUCTS;GENERAL INTANGIBLE(S) INCLUDING PROCEEDS AND PRODUCTS;CHATTEL PAPER INCLUDING PROCEEDS AND PRODUCTS;COMPUTER EQUIPMENT INCLUDING PROCEEDS AND PRODUCTS;ASSETS INCLUDING PROCEEDS AND PRODUCTS;ACCOUNTS RECEIVABLE INCLUDING PROCEEDS AND PRODUCTS;CONTRACT RIGHTS INCLUDING PROCEEDS AND

UCC Filings

PRODUCTS;NEGOTIABLE INSTRUMENTS INCLUDING PROCEEDS AND
PRODUCTS;EQUIPMENT INCLUDING PROCEEDS AND
PRODUCTS;INVENTORY INCLUDING

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Your DPPA Permissible Use is: I have no permissible use

Your GLBA Permissible Use is: I have no permissible use

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BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is made and entered into effective as of this 26th day of October, 2012, by and between Delair L.L.C., a New Jersey limited liability company (the "Seller"), and Jerith Manufacturing Company, Inc., a Pennsylvania corporation ("Purchaser"). Seller and Purchaser are herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Purchaser and Seller entered into that certain Asset Purchase Agreement, dated as October 17, 2012 (as amended from time to time, the "Purchase Agreement");

WHEREAS, this Bill of Sale is made and delivered pursuant to the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning given such terms in the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement, and in consideration of the promises and mutual agreements set forth therein, intending on being legally bound hereby, the parties hereby agree as follows:

1. Transferred Assets. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby grants, bargains, sells, transfers, assigns, conveys and delivers to Purchaser, and Purchaser hereby accepts all right, title and interest of Seller in and to the Purchased Assets. In the event of a conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Bill of Sale, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof, except that Seller, on behalf of itself and its successor and assigns, hereby covenants and agrees to warrant and forever defend the sale of the Purchased Assets unto Purchaser against all and every person whomsoever. Nothing in this Bill of Sale shall be construed as an attempt or agreement to assign any Excluded Asset or any agreement, contract or other asset which assignment is not permitted by law or is not permitted without the consent of any other party or parties thereto unless such consent shall have been given.

2. Further Assurances. Purchaser and Seller shall execute and deliver such further instruments of conveyance and transfer and take such additional action (provided that neither Purchaser nor Seller shall be required to expend any material funds) as the other party may reasonably request to effect, consummate, confirm or evidence the transfer to Purchaser, its

successors and assigns of the Purchased Assets in accordance with the foregoing and otherwise in the carrying out of the intentions and purposes of the Purchase Agreement.

3. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner set forth in the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto in accordance with the Purchase Agreement.

4. Enforceability. If any provision of this Bill of Sale or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

5. Effective Time. This Bill of Sale shall be effective as of the Closing (as defined in the Purchase Agreement).

6. Amendments. This Bill of Sale may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Purchaser.

7. Governing Law. This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of Delaware.

8. No Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Bill of Sale.

9. Assignment. This Bill of Sale may not be assigned by operation of law or otherwise without the express written consent of Seller and Purchaser, which consent may be granted or withheld in the sole discretion of Seller and Purchaser, as the case may be.

10. Binding Effect. This Bill of Sale is binding and shall inure to the benefit of the Parties and their respective successors and assigns.

10. Delivery by Facsimile. This Bill of Sale may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

11. Counterparts. This Bill of Sale may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement

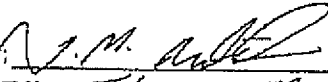
TO HAVE AND TO HOLD the Purchased Assets unto Purchaser, its successors
and assigns forever.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the date first written above.

SELLER:

DELAIR L.L.C..

By: 
Name: Thomas M. Riddick
Its: _____

PURCHASER:

JERITH MANUFACTURING COMPANY,
INC.

By: _____
Name: Bruce Schwartz
Its: President

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the date first written above.

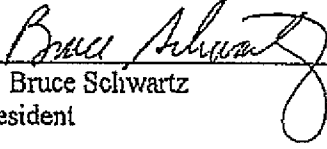
SELLER:

DELAIR L.L.C..

By: _____
Name: _____
Its: _____

PURCHASER:

**JERITH MANUFACTURING COMPANY,
INC.**

By: 
Name: Bruce Schwartz
Its: President

[SIGNATURE PAGE TO BILL OF SALE]

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