# CH \$115.00 3173

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM422483

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Lending Partners LLC		04/04/2017	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Specialty Ceramics, Inc.
Street Address:	41995 State Route 344
City:	Columbiana
State/Country:	OHIO
Postal Code:	44408
Entity Type:	Corporation: OHIO

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3173730	NO-SMOKE
Registration Number:	1930639	WOODLORE
Registration Number:	3157419	SCI
Registration Number:	3157385	SCI

#### **CORRESPONDENCE DATA**

**Fax Number:** 2125305219

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) 530-5000

Email: trademark@milbank.com
Correspondent Name: Nathaniel T. Browand
Address Line 1: 28 Liberty Street, 47th Floor

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.35702
NAME OF SUBMITTER:	Nathaniel T. Browand
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	04/04/2017

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#### **Total Attachments: 4**

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# RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of April 4, 2017, by Goldman Sachs Lending Partners LLC, in its capacity as administrative agent (in such capacity, the "Administrative Agent"), in favor of Specialty Ceramics, Inc. (the "Grantor") pursuant to that certain Fourth Amended and Restated Credit Agreement, dated as of November 28, 2011, as amended and restated as of May 3, 2012, as further amended and restated as of February 5, 2013, as further amended and restated as of August 11, 2014, as further amended and restated as of February 18, 2015, and as further amended and restated as of June 15, 2015 (and as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Fourth Amended and Restated Credit Agreement") by and among Unifrax I LLC, a Delaware limited liability company, ("Unifrax"), Unifrax UK Holdco Limited, a company incorporated under the laws of England and Wales ("UK Holdco"), Unifrax Limited, a company incorporated under the laws of England and Wales ("UK Limited"), Unifrax GmbH, a company organized and existing under the laws of Germany (the "German Subsidiary" and, together with the Unifrax, UK Holdco and UK Limited, the "Borrowers"), UFX Holding II Corporation, a Delaware corporation ("UFX Holdings II"), Unifrax Holding Co., a Delaware corporation ("Unifrax Holdco" and, together with UFX Holdings II, the "Parent Guarantors") and certain Subsidiaries, as Guarantors, the Lenders party thereto from time to time, and Goldman Sachs Lending Partners LLC, as Administrative Agent. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the IP Security Agreement (defined below), or if not defined therein, in the Domestic Security Agreement (defined below).

#### WITNESSETH:

WHEREAS, the Grantor is a party to that certain Domestic Pledge and Security Agreement, dated as of November 28, 2011, as amended as of March 21, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Domestic Security Agreement") in favor of the Administrative Agent, pursuant to which the Grantor executed and delivered that certain Intellectual Property Security Agreement, dated as of November 28, 2011 (the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of the Grantor: (a) Trademarks of the Grantor listed on Schedule A attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and all rights corresponding thereto throughout the world; (c) all claims and rights to recover for past, present and future infringement or dilution of or injury with respect to any of the foregoing; and (d) any and all Proceeds (as defined in the Domestic Security Agreement) of or arising from any of the foregoing (collectively, the "Collateral");

**WHEREAS**, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 4667, Frame 0854 on November 29, 2011;

WHEREAS, the Administrative Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest of the Grantor in the Collateral, and to reconvey any and all rights in the Collateral to the Grantor.

**NOW THEREFORE,** in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent

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hereby releases, relinquishes and discharges, with respect to the Grantor, all of its lien on and security interest in and to all of the Grantor's right, title, and interest in, to and under the Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in such Collateral.

The Administrative 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 Administrative Agent's lien on and security interest in the Collateral. The Administrative Agent agrees to execute and deliver to the Grantor all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Collateral which had been granted under the IP Security Agreement.

THIS RELEASE OF SECURITY INTEREST IN COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POSTJUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

GOLDMAN SACHS LENDING PARTNERS LLC,

as Administrative Agent

Authorized Signator

Douglas Tansey Authorized Signatory

Signature Page to Release of Security Interest in Trademark Collateral - Specialty Ceramics, Inc.

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# SCHEDULE A

## TRADEMARKS AND TRADEMARK APPLICATIONS

# Specialty Ceramics, Inc.

			<b>Registration</b>		<u>Serial</u>	<u>Registratio</u>
Debtor/Grantor	<u>Title</u>	Filing Date	<u>Date</u>	<u>Status</u>	<u>Number</u>	n Number
Specialty Ceramics,	NO-	November 15,	November 21,	Registere	78753884	3173730
Inc	SMOKE	2005	2006	d		
Specialty Ceramics,	WOODLO	January 7, 1994	October 31,	Registere	74477341	1930639
Inc	RE		1995	d		
Specialty Ceramics,	SCI	August 03,	October 17,	Registere	78703168	3157419
Inc		2005	2006	d		
Specialty Ceramics,	SCI	August 24,	October 17,	Registere	78699650	3157385
Inc		2005	2006	d		

#4817-0448-9030

RECORDED: 04/04/2017

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