

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428488

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Second Lien Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UBS AG, STAMFORD BRANCH		05/16/2017	Corporation: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LTI HOLDINGS, INC.		
<b>Street Address:</b>	600 S. McClure Road		
<b>City:</b>	Modesto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95357		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	LIFETIME INDUSTRIES, INC.		
<b>Street Address:</b>	600 S. McClure Road		
<b>City:</b>	Modesto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95357		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>Name:</b>	LTI FLEXIBLE PRODUCTS, INC.		
<b>Street Address:</b>	600 S. McClure Road		
<b>City:</b>	Modesto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95357		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1736565	SOLIMIDE	
<b>Registration Number:</b>	1131330	SOLIMIDE	
<b>Registration Number:</b>	3711932	SOLCOUSTIC	
<b>Registration Number:</b>	1820621	TRANSTHERM	
<b>Registration Number:</b>	4572906	BIG DADDY SEALING SYSTEMS	
<b>Registration Number:</b>	4625805	BIG DADDY SEALING SYSTEMS	

CH \$165.00 1736565

**CORRESPONDENCE DATA****Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** DUSAN CLARK, ESQ.**Address Line 1:** SIDLEY AUSTIN LLP**Address Line 2:** 2021 MCKINNEY AVE., SUITE 2000**Address Line 4:** DALLAS, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 65241-30330**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 05/22/2017**Total Attachments: 7**

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**RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Release of Second Lien Intellectual Property Security Agreement (this "Release") is made as of May 16, 2017, by UBS AG, STAMFORD BRANCH, in its capacity as Administrative Agent and Collateral Agent for the Lenders under (and as defined in) the Security Agreement referred to below (the "Agent") for the benefit of LTI HOLDINGS, INC., a Delaware corporation, LIFETIME INDUSTRIES, INC., a Minnesota corporation, and LTI FLEXIBLE PRODUCTS, INC., a Minnesota corporation, with principal offices at 600 S. McClure Road, Modesto, California 95357 (the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

W I T N E S S E T H:

WHEREAS, the Grantors and the Agent are parties to that certain (i) Second Lien Pledge and Security Agreement, dated as of April 16, 2015 (as amended, restated or otherwise modified through the date hereof, the "Security Agreement"); and (ii) Second Lien Intellectual Property Security Agreement, dated as of April 16, 2015 (as amended, restated or otherwise modified through the date hereof, the "IP Security Agreement"), pursuant to which the Grantors have granted to the Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantors in, to and under the intellectual property set forth on Schedules I, II, and III hereto ("IP") and the goodwill of the business symbolized by such IP, and the registrations and applications therefor (together with the IP, the "IP Collateral");

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on April 16, 2015 at Reel 5499 and Frame 0099 against the trademarks and on April 16, 2015 at Reel 035452 and Frame 0987 against the patents; and

WHEREAS, Grantors have requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent does hereby terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or IP Security Agreement to the IP Collateral and any right, title or interest of the Agent in such IP Collateral shall hereby terminate, cease and become void. The Agent hereby assigns, transfers and conveys any and all right, title or interest of the Agent in the IP Collateral to the Grantors.

2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile 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.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Second Lien Intellectual Property Security Agreement to be executed and delivered as of the date first written above.

**UBS AG, STAMFORD BRANCH, as Agent**

By:



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Name: Darlene Arias

Title: Director

By:



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Name: Kenneth Chin

Title: Director

[SIGNATURE PAGE TO RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006065 FRAME: 0810**

## SCHEDULE I

### U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

Grantor	Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Status
LTI Flexible Products, Inc.	SOLIMIDE	United States	74/218,654	11/4/1991	1,736,565	12/1/1992	Active
LTI Flexible Products, Inc.	SOLIMIDE	United States	73/195,838	12/6/1978	1,131,330	2/26/1980	Active
LTI Flexible Products, Inc.	SOLCOUSTIC	United States	77/721,650	4/24/2009	3,711,932	11/17/2009	Active
Lifetime Industries, Inc.	TRANSTHERM	United States	74/306,660	8/24/1992	1,820,621	2/8/1994	Active
LTI Holdings, Inc.	X'COND	United States	79/109,276	1/30/2012	4,248,081	11/27/2012	Active
LTI Flexible Products, Inc.	BIG DADDY SEALING SYSTEMS	United States	85/657,767	6/21/2012	4,572,906	7/22/2014	Active
LTI Flexible Products, Inc.	BIG DADDY SEALING SYSTEMS	United States	85/979,415	6/21/2012	4,625,805	10/21/2014	Active

## SCHEDULE II

### U.S. PATENTS AND PATENT APPLICATIONS

Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
Lifetime Industries, Inc.	TWO-PART SEAL FOR A SLIDE-OUT ROOM	10/712,937	11/13/2003	6,966,590	11/22/2005
Lifetime Industries, Inc.	TRIM AND SEAL ASSEMBLIES FOR VEHICLE WITH SLIDE OUT ROOM AND METHOD OF MANUFACTURE	11/286,703	11/23/2005	7,540,116	6/2/2009
Lifetime Industries, Inc.	RESILIENT SEAL FOR MOBILE LIVING QUARTERS	11/466,235	8/22/2006	7,614,676	11/10/2009
Lifetime Industries, Inc.	SEAL ASSEMBLY FOR MOBILE LIVING QUARTERS	11/621,457	1/9/2007	7,614,677	11/10/2009
Lifetime Industries, Inc.	GAS ANTIDIFFUSION ASSEMBLIES	12/780,430	5/14/2010	8,377,182	2/19/2013
Lifetime Industries, Inc.	CORNER SEAL DEVICE	12/849,411	8/3/2010	8,382,124	2/26/2013
Lifetime Industries, Inc.	TONNEAU COVER SEAL	13/189,093	7/22/2011	8,870,190	10/28/2014
Lifetime Industries, Inc.	CORNER SEAL (UPPER)	13/298,964	11/17/2011	8,408,625	4/2/2013
Lifetime Industries, Inc.	OVERLAPPING COMPLEMENTARY BULB SEAL	13/306,644	11/29/2011	8,366,168	2/5/2013
LTI Flexible Products, Inc.	SEAMLESS, SELF-INSULATED FOAM DUCT AND AN APPARATUS AND METHOD FOR MANUFACTURING THE SAME	13/850,115	3/25/2013	<i>Abandoned</i> 20140283941 Publication No.	<i>Abandoned</i> 9/25/2014 Publication Date
Lifetime Industries, Inc.	ADJUSTABLE RESILIENT SEAL WITH BENDABLE BULB PORTIONS	14/160,122	1/21/2014	9,038,322	5/26/2015

Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
Lifetime Industries, Inc.	EDGE SEAL WITH SIDEWALL SEAL	14/242,002	4/1/2014	9,033,390	5/19/2015
Lifetime Industries, Inc.	COMBINATION SPLASH SEAL AND WEAR BAR	14/563,146	12/8/2014	9,505,357	11/29/2016
LTI Flexible Products, Inc.	FLOOR COVERING TRANSITION	14/589,135	1/5/2015	9,068,355	6/30/2015
Lifetime Industries, Inc.	SLIDE OUT SEAL WITH BOX TUNNEL	14,672,660	3/30/2015	<i>Pending</i>	<i>Pending</i>
LTI Flexible Products, Inc.	ILLUMINATED SEAL BASE FOR MOBILE LIVING QUARTERS	14/594,223	1/12/2015	<i>Pending</i>	<i>Pending</i>
LTI Flexible Products, Inc.	SLIDE OUT SEAL	29/373,308	3/29/2011	D651146	12/27/2011
LTI Flexible Products, Inc.	SLIDE OUT SEAL	29/373,309	3/29/2011	D648657	11/15/2011
LTI Flexible Products, Inc.	SLIDE OUT SEAL	29/374,256	7/19/2011	D669820	10/30/2012
Lifetime Industries, Inc.	OVERLAPPING SEAL	29/429,820	8/17/2012	D697640	1/14/2014
LTI Flexible Products, Inc.	LOCKING SEAL	29/465,675	8/30/2013	D741231	10/20/2015
LTI Flexible Products, Inc.	DESIGN FOR HINGED BULB SEAL	29/493,278	6/6/2014	D741232	10/20/2015
LTI Flexible Products, Inc.	HINGED BULB SEAL	29/493,279	6/6/2014	D747667	1/19/2016
LTI Flexible Products, Inc.	SLIDE OUT SEAL	29/493,391	6/9/2014	D760135	6/28/2016
LTI Flexible Products, Inc.	DUAL BULBOUS SEAL	29/503,229	9/24/2014	D773342	12/6/2016
LTI Flexible Products, Inc.	SEAL	29/510,940	12/4/2014	D746745	1/5/2016
LTI Flexible Products, Inc.	CUTTABLY REPLACEABLE RV SLIDE OUT SEAL	62/103,606	1/15/2015	<i>Expired</i>	<i>Expired</i>



**SCHEDULE III**

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

None.