# :H \$115.00 4163158

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM432691

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL, AS ADMINISTRATIVE AGENT		06/08/2017	National Banking Association: CANADA

### **RECEIVING PARTY DATA**

Name:	RUTLAND GROUP, INC. (F/K/A RUTLAND PLASTIC TECHNOLOGIES, INC.)
Street Address:	10021 RODNEY STREET
City:	PINEVILLE
State/Country:	NORTH CAROLINA
Postal Code:	28134
Entity Type:	Corporation: DELAWARE

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

Property Type	Number	Word Mark
Registration Number:	4163158	RUTLAND PLASTIC TECHNOLOGIES, INC.
Registration Number:	3566452	RUTLAND
Registration Number:	3582122	RUTLAND
Registration Number:	1553383	RUTLAND

### **CORRESPONDENCE DATA**

**Fax Number:** 2165790212

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:** 2165867021

**Email:** dpuljic@jonesday.com

Correspondent Name: DANIEL PULJIC / JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	560255-335003
NAME OF SUBMITTER:	DANIEL PULJIC
SIGNATURE:	/Daniel Puljic/
DATE SIGNED:	06/27/2017

## **Total Attachments: 3**

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### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 8, 2017, by BANK OF MONTREAL, as Administrative Agent (in such capacity, "Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, Rutland Group, Inc. (formerly known as Rutland Plastic Technologies, Inc.), a Delaware corporation ("Grantor") and Secured Party were parties to that certain Trademark Security Agreement dated as of August 30, 2013 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined below) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on August 30, 2013 at Reel 5101, Frame 0554;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in, to and under the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) all of its Trademarks and all IP Licenses providing for the grant by or to each Grantor of any right under any Trademark, listed on <u>Schedule 1</u> hereto (collectively, the "<u>Trademarks</u>"); and
    - (ii) all renewals and extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

BANK OF MONTREAL, as Administrative Agent

Name: Todd Meggos

Title: Director

Trademark Release and Reassignment (Rutland Plastics)

# SCHEDULE 1

MARK	APP. NO.	FILED	REG. NO.	REG. DATE	OWNER
RUTLAND PLASTIC TECHNOLOGIES, INC. Rutland Photic Technologies, bic.	85186167	11/29/10	4163158	6/26/12	Rutland Plastic Technologies, Inc.
RUTLAND	77156374	4/13/07	3566452	1/27/09	Rutland Plastic Technologies, Inc.
RUTLAND	77156367	4/13/07	3582122	3/3/09	Rutland Plastic Technologies, Inc.
RUTLAND	73723123	4/18/88	1553383	8/29/89	Rutland Plastic Technologies, Inc.

**RECORDED: 06/27/2017**