

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, as Agent		06/27/2017	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Heyco Products Corp.		
Street Address:	5190 Old Easton Road		
City:	Danboro		
State/Country:	PENNSYLVANIA		
Postal Code:	18916		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3107187	AXCELL	
Registration Number:	4792888	HEYCLIP	
Registration Number:	782750	HEYCO	
Registration Number:	2690313	HEYCO	
Registration Number:	4685904	LUGRUNNERS	
Registration Number:	4215381	MAXRUNNER	
Registration Number:	3911972	SOLAR MASTHEAD	
Registration Number:	4050896	SUNBUNDLER	
Registration Number:	4685902	SUNCLAMP	
Registration Number:	4685901	SUNJUMPERS	
Registration Number:	4050895	SUNRUNNER	
Registration Number:	4737576	SUNSCREEN	
Registration Number:	4215271	SUNSCREENER	
Registration Number:	4685903	SUNSTARS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		

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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: 030786-0749

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /S/ Angela M. Amaru

DATE SIGNED: 06/30/2017

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 27, 2017 (this “Release”), is made by **CREDIT SUISSE AG**, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns thereto in such capacity, the “Agent”), in favor of **HEYCO PRODUCTS CORP.**, a Delaware corporation (the “Grantor”).

WHEREAS, the Obligors party thereto entered into that certain Security Agreement, dated as of August 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between each of the Obligors and the Agent;

WHEREAS, the Grantor entered into that certain Security Agreement Supplement No. 2, dated as of March 8, 2017, to become an Obligor under the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Agent that certain Trademark Security Agreement, dated as of March 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 30, 2017, at reel/frame number 006022/0682;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in the Collateral, including certain trademarks of the Grantor; and

WHEREAS, the Agent desires to terminate and release the entirety of the Security Interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby states as follows:

SECTION 1. Defined Terms.

The term “Trademark Collateral” shall have the meaning given thereto in the Trademark Security Agreement, including, without limitation, all of the Grantor’s right, title and interest in, to and under the registrations and applications for registration listed in Schedule A attached hereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement and, if not defined therein, in the Credit Agreement.


SECTION 2. Release of Security Interest.

The Agent hereby terminates, releases and discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to the Grantor any right, title or interest of the Agent in, to or under the Trademark Collateral, without representation, warranty or recourse of any kind.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Agent**

By: 
Name: Christopher Day
Title: Authorized Signatory

By: 
Name: Karim Rahimtoola
Title: Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country:	Mark:	Reg. No.	Reg. Date:
United States	AXCELL	3107187	June 20, 2006
United States	HEYCLIP	4792888	August 8, 2015
United States	HEYCO	782750	January 5, 1965
United States	HEYCO and Design	2690313	February 25, 2003
United States	LUGRUNNERS	4685904	February 10, 2015
United States	MAXRUNNER	4215381	September 25, 2012
United States	SOLAR MASTHEAD	3911972	January 25, 2011
United States	SUNBUNDLER	4050896	November 1, 2011
United States	SUNCLAMP	4685902	February 10, 2015
United States	SUNJUMPERS	4685901	February 10, 2015
United States	SUNRUNNER	4050895	November 1, 2011
United States	SUNSCREEN	4737576	May 19, 2015
United States	SUNSCREENER	4215271	September 12, 2012
United States	SUNSTARS	4685903	February 10, 2015