

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF TRADEMARK SECURITY INTERESTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUMITOMO MITSUI BANKING CORPORATION		09/01/2017	Corporation: JAPAN
RECEIVING PARTY DATA			
Name:	VANDEMARK CHEMICAL INC.		
Street Address:	ONE NORTH TRANSIT ROAD		
City:	LOCKPORT		
State/Country:	NEW YORK		
Postal Code:	14094		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2972905	PTSI	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	(216) 586-7021		
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		
NAME OF SUBMITTER:	DANIEL PULJIC		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	09/07/2017		
Total Attachments: 3			
source=1#page1.tif			
source=1#page2.tif			
source=1#page3.tif			

CH \$40.00 2972905

TERMINATION AND RELEASE OF TRADEMARK SECURITY INTERESTS

This TERMINATION AND RELEASE OF TRADEMARK SECURITY INTERESTS, dated as of September 1, 2017 (“Termination and Release”), is made by SUMITOMO MITSUI BANKING CORPORATION, as administrative agent (the “Secured Party”), in favor of VANDEMARK CHEMICAL INC., a New York corporation (the “Grantor”).

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement, dated as of July 31, 2014 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the “Security Agreement”), Grantor has granted to the Secured Party, for the benefit of the Lenders (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, including the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, the Secured Party and Grantor entered into that certain Trademark Security Agreement, dated July 31, 2014 (the “Trademark Security Agreement”), pursuant to which Grantor granted to the Secured Party, for the benefit of the Lenders (as defined in the Security Agreement), a continuing security interest in the Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 11, 2014 at Reel 5340 and Frame 0803; and

WHEREAS, the Secured Party has agreed to, and through this document shall, terminate and release its security interest in the Collateral.

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

1. The Secured Party hereby absolutely, unconditionally and irrevocably terminates, releases and discharges all mortgages, liens, and security interests in all right, title and interest in, to and under the Collateral, and reassigns to Grantor all right, title and interest of the Secured Party in, to and under the Collateral, including but not limited to the Trademarks listed on the attached Schedule A.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release to be duly executed as of the date first set forth above.

Secured Party:

**SUMITOMO MITSUI BANKING
CORPORATION**, as Administrative Agent

By: 

Name: Hiroyuki Maeda

Title: Managing Director & Joint General Manager

SCHEDULE A

U.S. Trademarks

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Reg. Number	Reg. Date	Owner
PTSI teardrop	2,972,905	7/19/2005	VanDeMark Chemical Inc.