

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		11/22/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	General Tools & Instruments Company LLC		
Street Address:	75 Seaview Drive		
City:	Secaucus		
State/Country:	NEW JERSEY		
Postal Code:	07094		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4096589	THE SEEKER	
Registration Number:	1222273	GENERAL	
Registration Number:	1653464	GENERAL	
Registration Number:	2170638	GENERAL TOOLS	
Registration Number:	3262382	ULTRATECH TOOL SYSTEM	
Registration Number:	3370221	ULTRATECH	
Registration Number:	2051768	MANNIX	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7428.029		
NAME OF SUBMITTER:	Sharon Patterson		

OP \$190.00 4096589

SIGNATURE:	/sharon patterson/
DATE SIGNED:	11/27/2017
Total Attachments: 4 source=General Tools Trademark Release#page1.tif source=General Tools Trademark Release#page2.tif source=General Tools Trademark Release#page3.tif source=General Tools Trademark Release#page4.tif	

**RELEASE OF CONFIRMATORY GRANT
OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made effective as of November 22, 2017, by U.S. Bank National Association, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below) in favor of General Tools & Instruments Company, LLC, a New York limited liability company (the "Company").

WHEREAS, the Company, the lenders party thereto (the "Lenders"), and the Secured Party, as one of the Lenders, administrative agent for the Lenders, and letter of credit issuer (in such capacity, the "Agent"), are all parties to a Credit Agreement dated as of February 5, 2014, as amended by that certain Waiver and First Amendment to Credit Agreement dated as of October 30, 2015, and that certain Forbearance Agreement and Second Amendment to Credit Agreement dated as of July 7, 2017 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agreed to extend to the Company certain credit accommodations;

WHEREAS, the Company has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of February 5, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Company executed and delivered a Confirmatory Grant of Security Interest in Trademarks dated as of February 5, 2014 (the "Confirmatory Grant") granting the Secured Party, among other collateral as set forth therein, a security interest in and lien on the trademarks identified on Exhibit A hereto (the "Trademark Collateral");

WHEREAS, the Confirmatory Grant was recorded with the United States Patent and Trademark Office against the Trademark Collateral on June 23, 2014 at Reel number 5307 and Frame number 0685; and

WHEREAS, the Company has satisfied all of the Obligations under the Credit Agreement and the Security Agreement and has requested that the Secured Party terminate and release its security interests in and liens on the Trademark Collateral.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined in this Release shall have the respective meaning given to them in the Credit Agreement, the Security Agreement, or the Confirmatory Grant, as the case may be.

2) Termination and Release of Security Interest. The Secured Party hereby terminates, releases, and discharges its security interest in and liens on the Trademark Collateral,

including, without limitation, the trademarks listed on Exhibit A hereto, and the Secured Party hereby assigns and transfers to the Company, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such trademarks, effective as of the date set forth above.

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IN WITNESS WHEREOF, the Secured Party has executed this Release effective as of the date written above.

U.S. BANK NATIONAL ASSOCIATION,
as Secured Party

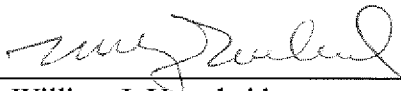

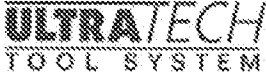
By: 
Name: William J. Umscheid
Title: Senior Vice President

Exhibit A

United States Trademarks:

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	STATUS
THE SEEKER	77869722	11/10/09	4096589	2/7/12	Registered
WE LOVE TOOLS	77444720	4/10/08	3637591	6/16/09	Registered
GENERAL	73219516	6/13/79	1222273	1/4/83	Registered
GENERAL 	74033463	2/28/90	1653464	8/19/91	Registered
GENERAL TOOLS	74684311	6/5/95	2170638	7/7/98	Registered
ULTRATECH TOOL SYSTEM 	78582524	3/8/05	3262382	7/10/07	Registered
ULTRATECH	78547103	1/13/05	3370221	1/15/08	Registered
ULTRATEST	73247697	1/25/80	1190500	2/23/82	Registered
MAJINIX	74511675	4/12/94	2051768	4/15/97	Registered