

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Levine Leichtman Capital Partners SBIC Fund, L.P.		02/07/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Polyform Products Company, Inc.		
Street Address:	1901 Estes Avenue		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3740059	LIQUID SCULPEY	
Registration Number:	2848938	EZ SHAPE	
Registration Number:	4076174	LIVING DOLL	
Registration Number:	4238986	MODEL AIR	
Registration Number:	3759140	PLUFFY	
Registration Number:	1528425	POLYFORM	
Registration Number:	2385956	PREMO! SCULPEY	
Registration Number:	2241219	PREMO! SCULPEY	
Registration Number:	4323533	PREMO! SCULPEY ACCENTS	
Registration Number:	1528424	SCULPEY	
Registration Number:	2706692	SCULPEY AMAZING ERASER CLAY	
Registration Number:	4076309	SCULPEY BAKE & BEND	
Registration Number:	3713191	SCULPEY BAKE SHOP	
Registration Number:	3788625	SCULPEY DOLL MAKER	
Registration Number:	1828252	SCULPEY III	
Registration Number:	4073125	SCULPEY KEEPSAKE	
Registration Number:	3275269	SCULPEY ULTRALIGHT	
Registration Number:	3583939	STUDIO BY SCULPEY	
Registration Number:	1827453	SUPER SCULPEY	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86004815	SCULPEY SOUFFLÉ
CORRESPONDENCE DATA		
Fax Number:		
<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:	734-418-4212	
Email:	asujek@honigman.com	
Correspondent Name:	Angela Alvarez Sujek	
Address Line 1:	Honigman Miller Schwartz and Cohn LLP	
Address Line 2:	39400 Woodward Ave, Suite 101	
Address Line 4:	Bloomfield Hills, MICHIGAN 48304	
NAME OF SUBMITTER:	Angela Alvarez Sujek	
SIGNATURE:	/angela alvarez sujek/	
DATE SIGNED:	02/08/2018	
Total Attachments: 6		
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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “**Release**”), dated as of February 7, 2018, is made by **LEVINE LEICHTMAN CAPITAL PARTNERS SBIC FUND, L.P.**, as Agent (the “**Agent**”), under the Note Purchase Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Note Purchase Agreement).

WHEREAS, in connection with that certain Note Purchase Agreement (the “**Note Purchase Agreement**”), dated as of December 19, 2013, by and among Polyform Products Company, Inc., a Delaware corporation (“**Polyform**”), each other Person that from time to time becomes a borrower thereunder pursuant to the terms thereof (together with Polyform, each a “**Company**” and collectively, the “**Companies**”), Polyform, as Company Representative, the financial institutions party thereto from time to time, as Purchasers, and Agent, and together with all general security agreements and trademark security agreements entered into in connection therewith or in connection with prior versions thereof, the Purchasers extended credit to the Companies;

WHEREAS, in connection with the Note Purchase Agreement, and pursuant to that certain trademark security agreement described on Annex I attached hereto (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Trademark Security Agreement**”), the Companies granted a lien on and security interest in the trademarks owned by such Company, including those items listed on Annex I attached hereto (collectively, the “**Trademark Collateral**”); and

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on the date and on the reel and frame set forth on Annex I hereto.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and each other Purchaser, hereby **RELEASES**, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights, title and interest in, to and under, including its lien on and security interest in, and right of setoff against, the Trademark Collateral, including the trademark registrations and applications set forth on Annex I attached hereto, together with any goodwill related thereto, granted pursuant to the Trademark Security Agreement or any other agreement or document delivered in connection with the Note Purchase Agreement, and the Agent hereby reassigns to such Company any and all such right, title and interest (if any) that the Agent may have in, to and under the Trademark Collateral granted pursuant to the Trademark Security Agreement or any other agreement or document delivered in connection with the Note Purchase Agreement.

The Agent agrees, at the Companies’ expense, to cooperate with the Companies and to provide the Companies with the information and additional authorization reasonably required or desirable to effect the release of the Agent’s security interest in the released collateral described herein.

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

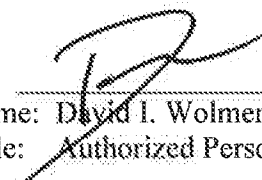
[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

LEVINE LEICHTMAN CAPITAL
PARTNERS SBIC FUND, L.P., as Agent



By: LLC Partners SBIC GP, LLC, its
General Partner

By: Levine Leichtman Capital Partners, Inc.,
its Managing Member

By: 
Name: David I. Wolmer
Title: Authorized Person

TRADEMARKS

Trademark Security Interest dated as of December 19, 2013 and recorded with the United States Patent and Trademark Office on December 20, 2013 at Reel 5180, Frame 0267.

Trademark	Registration No.	Registration Date	Jurisdiction
EZ SHAPE	Reg 2848938	Reg 01-JUN-2004	United States
LIQUID SCULPEY	Reg 3740059	Reg 19-JAN-2010	United States
LIVING DOLL	Reg 4076174	Reg 27-DEC-2011	United States
MODEL AIR	Reg 4238986	Reg 06-NOV-2012	United States
PLUFFY	Reg 3759140	Reg 09-MAR-2010	United States
POLYFORM	Reg 1528425	Reg 07-MAR-1989	United States
PREMO! SCULPEY 	Reg 2385956	Reg 12-SEP-2000	United States
PREMO! SCULPEY	Reg 2241219	Reg 20-APR-1999	United States
PREMO! SCULPEY ACCENTS	Reg 4323533	Reg 23-APR-2013	United States
SCULPEY	Reg 1528424	Reg 07-MAR-1989	United States
SCULPEY AMAZING ERASER CLAY	Reg 2706692	Reg 15-APR-2003	United States
SCULPEY BAKE & BEND	Reg 4076309	Reg 27-DEC-2011	United States
SCULPEY BAKE SHOP	Reg 3713191	Reg 17-NOV-2009	United States
SCULPEY DOLL MAKER	Reg 3788625	Reg 11-MAY-2010	United States
SCULPEY III	Reg 1828252	Reg 29-MAR-1994	United States
SCULPEY KEEPSAKE	Reg 4073125	Reg 20-DEC-2011	United States
SCULPEY ULTRALIGHT 	Reg 3275269	Reg 07-AUG-2007	United States
STUDIO BY SCULPEY	Reg 3583939	Reg 03-MAR-2009	United States

Trademark	Registration No.	Registration Date	Jurisdiction
			
SUPER SCULPEY	Reg 1827453	Reg 22-MAR-1994	United States
PLUFFY	Reg 9587148	Reg 21-APR-2011	Community Trademarks
SCULPEY	Reg 2741940	Reg 31-JUL-2003	Community Trademarks
PREMO!	Reg 10009907	Reg 28-NOV-2012	China
PREMO!	Reg 10009906	Reg 07-DEC-2012	China
pu lai mo 	Reg 10009898	Reg 28-NOV-2012	China
pu lai mo 	Reg 10009899	Reg 28-NOV-2012	China
SCULPEY	Reg 10009903	Reg 28-NOV-2012	China
SCULPEY	Reg 10009905	Reg 28-NOV-2012	China
si ku pei 	Reg 10009901	Reg 28-NOV-2012	China
si ku pei 	Reg 10009902	Reg 28-NOV-2012	China
si ku pei 	Reg 10009900	Reg 28-NOV-2012	China
EZ SHAPE	Reg TMA824653	Reg 23-MAY-2012	Canada
LIQUID SCULPEY	Reg TMA819349	Reg 07-MAR-2012	Canada
LIVING DOLL	Reg TMA833068	Reg 27-SEP-2012	Canada
PLUFFY	Reg TMA820860	Reg 28-MAR-2012	Canada

Trademark	Registration No.	Registration Date	Jurisdiction
PREMO! SCULPEY	Reg TMA823398	Reg 04-MAY-2012	Canada
SCULPEY	Reg TMA819348	Reg 07-MAR-2012	Canada
SCULPEY AMAZING ERASER CLAY	Reg TMA819345	Reg 07-MAR-2012	Canada
SCULPEY BAKE & BEND	Reg TMA833203	Reg 28-SEP-2012	Canada
SCULPEY III	Reg TMA819347	Reg 07-MAR-2012	Canada
SCULPEY KEEPSAKE	Reg TMA832786	Reg 26-SEP-2012	Canada
SCULPEY ULTRALIGHT & feather design 	Reg TMA819626	Reg 12-MAR-2012	Canada
SUPER SCULPEY	Reg TMA819627	Reg 12-MAR-2012	Canada

Trademark Applications

Trademark	Application No.	Application Date	Jurisdiction
SCULPEY SOUFFLÉ	App 86004815	App 08-JUL-2013	United States
SCULPEY	App 10009904	App 27-SEP-2011	China
MODEL AIR	App 155130100	App 09-NOV-2011	Canada
PREMO! ACCENTS	App 151207800	App 21-JAN-2011	Canada