

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468157

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Trademarks Recorded at Reel 6163, Frame 0495
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		04/02/2018	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	TOG Manufacturing Company, Inc.
Street Address:	1454 South State Street
City:	North Adams
State/Country:	MASSACHUSETTS
Postal Code:	01247
Entity Type:	Corporation: MASSACHUSETTS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2283005	TOG

CORRESPONDENCE DATA

Fax Number: 2134522329
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: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1103813-0127-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	04/02/2018

Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECOND LIEN SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Second Lien Security Interest in Trademarks (“Trademark Release”) is made as of April 2, 2018, by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as Collateral Agent (the “Agent”) in favor of **TOG MANUFACTURING COMPANY, INC.**, a Massachusetts corporation with an address at 1454 South State Street, North Adams, Massachusetts 01247 (the “Grantor”).

WITNESSETH:

WHEREAS, the Grantor entered into a Second-Lien Notice and Confirmation of Grant of Security Interest in Trademarks dated September 26, 2017 (the “Trademark Security Agreement”) with Agent, notice of which was recorded on September 27, 2017 at the United States Patent and Trademark Office (the “USPTO”) at Reel 6163, Frame 0495. Capitalized terms used but not otherwise defined herein have the meanings given to them in accordance with the Trademark Security Agreement.

WHEREAS, Grantor granted the Agent for the ratable benefit of the Secured Parties, under the terms of the Trademark Security Agreement, a security interest in and continuing lien on (the “Security Interest”) all of Grantor’s right, title and interest in and to all Trademarks then owned or anytime thereafter acquired by Grantor or in which Grantor then had or at any time in the future acquired any right, title and interest (the “Trademark Collateral”), including those listed in **Schedule A**.

WHEREAS, in connection with a sale of assets (which assets include the Trademark Collateral), that is a permitted disposition under the corresponding Second-Lien Credit Agreement, the Security Interest in the Trademark Collateral, including, but not limited to, those trademarks and trademark applications listed on **Schedule A** hereto, is to be released and any and all rights in the same are to be reassigned to the Grantor.

WHEREAS, in furtherance of the foregoing, the Agent has agreed to provide a document suitable for recording with the USPTO evidencing and effecting the release, relinquishment and discharge of the Grantor’s security interest in the Trademark Collateral including, without limitation, those Trademarks listed in **Schedule A**.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Trademark Security Agreement:

1. The Agent for itself and on behalf of the Lenders and the Secured Parties in association with the Security Interest hereby terminates and releases its entire security interest in and continuing lien on (including the Security Interest) all of the Grantor’s right, title and interest in, to and under (a) the Trademark Collateral, including the Trademarks referred to on **Schedule A** hereto, and (b) to the extent not otherwise included, (i) all Proceeds and products of any and all of the foregoing and (ii) all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and

performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (together with all proceeds of any goodwill of the business symbolized by any and all of the foregoing, collectively, the “Disposed IP”), and authorizes the recordation of this Trademark Release with the USPTO.

2. The Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Agent, any and all of the Agent’s right, title and interest in, to and under the Disposed IP and the Agent hereby releases, terminates and cancels any mortgage, pledge, hypothecate or other Security Interest made by the Grantor to the Agent over the Disposed IP pursuant to the Trademark Security Agreement or otherwise.

3. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

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

5. The Agent authorizes and requests that the Commissioner for Trademarks of the USPTO and any other applicable Governmental Authority record this Trademark Release.

6. This Trademark Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank; signature page follows]

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

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

By: _____


Name: JOHN D. TORONTO
Title: AUTHORIZED SIGNATORY

By: _____


Name: WHITNEY GASTON
Title: AUTHORIZED SIGNATORY

SCHEDULE A

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Reg. No.</u>
TOG	75502472	2283005

Trademark Applications

<u>TRADEMARK</u>	<u>App. No.</u>
Nil	Nil