

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Prudential Insurance Company of America		04/06/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Dominion Colour Corporation		
Street Address:	515 Consumers Road, Suite # 700		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M2J 4Z2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4445889	DCC	
Registration Number:	4445890	DCC	
Registration Number:	0837400	KROLOR	
Registration Number:	4348772	WORKING TOGETHER FOR QUALITY	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Shoshana Schoenfeld c/o Willkie Farr & G		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122951.00023 SS		
NAME OF SUBMITTER:	Shoshana Schoenfeld		
SIGNATURE:	/shoshanaschoenfeld/		
DATE SIGNED:	04/10/2018		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks (this “Release”), effective as of April 6, 2018, is made by THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in its capacity as Administrative Agent (the “Administrative Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Credit Agreement (as defined below).

WHEREAS, reference is made to (i) the Credit Agreement dated as of September 30, 2016 (as amended, restated, supplemented or otherwise modified to the date hereof, the “Credit Agreement”), by and among Dominion Colour Corporation, an Ontario corporation (as successor to Colour Acquisition Corporation following the amalgamation of Colour Acquisition Corporation and Dominion Colour Corporation) (the “Grantor”), the Administrative Agent, and the lenders party thereto from time to time; (ii) the Security Agreement, dated as of September 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, certain affiliates of Grantor thereunder, and (iii) the Trademark Security Agreement dated as of September 30, 2016, made by Grantor in favor of the Administrative Agent (the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on November 7, 2016 at Reel/Frame 5915/0424;

WHEREAS, the Grantor has requested that the Administrative Agent hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Administrative Agent in, to and under all of the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the Grantor has requested that the Administrative Agent provide a document suitable for recording in the USPTO to evidence the release, discharge, and relinquishment of its security interests in and liens on the Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby:

1. releases, terminates and discharges all liens and security interests in, to and under and reassigns, without representation, warranty or recourse, to the Grantor any and all rights, title, and interest Administrative Agent has in and to the Trademark Collateral, including, without limitation, those Trademark registrations and Trademark applications identified in Exhibit A hereto;
2. authorizes and requests that the Commissioner for Trademarks of the USPTO and any other applicable government officer or relevant governmental authority record this Release at the United States Patent and Trademark Office; and
3. agrees that it shall, and at Grantor’s, or its respective successor’s or assign’s, reasonable request, execute, acknowledge and deliver to Grantor all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

THIS RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent duly executes this Release, which is effective as of the day and year first written above.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Administrative Agent

By: 
Name: Kyle Ulep
Title: Vice President

EXHIBIT A

Trademark	Application No.	Registration No.
DCC	85-486236 (Filed December 2, 2011)	4,445,889 (Registered December 10, 2013)
DCC AND DESIGN 	85-486243 (Filed December 2, 2011)	4,445,890 (Registered December 10, 2013)
KROLOR	72-269026 (Filed April 13, 1967)	837400 (Registered October 24, 1967)
WORKING TOGETHER FOR QUALITY	85-486251 (Filed December 2, 2011)	4,348,772 (Registered June 11, 2013)