

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468151

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of ABL Security Interest in Trademarks Recorded at Reel 6163, Frame 0487		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Collateral Agent		04/02/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOG Manufacturing Company, Inc.		
<b>Street Address:</b>	1454 South State Street		
<b>City:</b>	North Adams		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01247		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2283005	TOG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134522329		
<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>			
<b>Phone:</b>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1103813-0127-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		
<b>SIGNATURE:</b>	/Justine Lu/		
<b>DATE SIGNED:</b>	04/02/2018		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE OF  
ABL SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of ABL Security Interest in Trademarks (“Trademark Release”) is made as of April 2, 2018, by **BANK OF AMERICA, N.A.**, 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 an ABL 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 0487. 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 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 ABL 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.

**BANK OF AMERICA, N.A.,**  
as Agent

By: \_\_\_\_\_

Name: LEE WASTED

Title: SVP

[Signature Page to Termination and Release of ABL Security interest in Trademarks (Doncasters)]

**TRADEMARK**  
**REEL: 006345 FRAME: 0525**

**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