

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM484163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as agent		07/31/2018	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HAYSITE REINFORCED PLASTICS, LLC		
Street Address:	5599 New Perry Highway		
City:	Erie		
State/Country:	PENNSYLVANIA		
Postal Code:	16509		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	MILLER CHEMICAL & FERTILIZER, LLC		
Street Address:	120 Radio Road, P.O. Box 333		
City:	Hanover		
State/Country:	PENNSYLVANIA		
Postal Code:	17331		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2917349	HAYSITE	
Registration Number:	1287526	HAYSITE	
Registration Number:	3094107	HEATMEISER	
Registration Number:	1836181	ULTRATRAC	
Registration Number:	1796382	THERMALATE	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King & Spalding LLP		
Address Line 1:	1180 Peachtree Street, N.E.		

OP \$140.00 2917349

Address Line 4: Atlanta, GEORGIA 30309	
ATTORNEY DOCKET NUMBER:	22939.515043
NAME OF SUBMITTER:	/S/ MIA RAMIC
SIGNATURE:	/S/ MIA RAMIC
DATE SIGNED:	07/31/2018
Total Attachments: 5 source=IGH - Haysite - Trademark Release (Executed)#page1.tif source=IGH - Haysite - Trademark Release (Executed)#page2.tif source=IGH - Haysite - Trademark Release (Executed)#page3.tif source=IGH - Haysite - Trademark Release (Executed)#page4.tif source=IGH - Haysite - Trademark Release (Executed)#page5.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release"), dated as of July 31, 2018, is made by Wilmington Trust, National Association, as agent ("Agent") for itself, its successors and permitted assigns, and the Lenders (as defined in the Credit Agreement referred to below) in favor of Haysite Reinforced Plastics, LLC (the "Grantor").

WHEREAS, pursuant to the Term Loan Credit and Security Agreement, dated as of May 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Industrial Group Holdings, LLC ("Holdings"), Industrial Group Intermediate Holdings, LLC (the "Borrower"), certain Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and Agent and pursuant to the Notice of Grant of Security Interest in Trademarks dated as of May 1, 2014 by and between Agent and Grantor (the "Haysite Trademark Security Agreement"), the Grantor has granted to Agent a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown on Schedule A(i) (the "Initial Trademarks");

WHEREAS, the Haysite Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on May 30, 2014 at Reel 5291 Frame 0535;

WHEREAS, certain other Credit Parties party to the Credit Agreement additionally purported to grant (including pursuant to the Notice of Grant of Security Interest in Trademarks dated as of May 1, 2014, by and between Agent and Miller Chemical & Fertilizer, LLC ("Miller") (the "Miller Trademark Security Agreement")) a continuing security interest in and continuing lien upon the trademark registrations and trademark applications listed on Schedule A(ii) (the "Additional Trademarks", and together with the Initial Trademarks, the "Trademarks") to Agent;

WHEREAS, the Miller Trademark Security Agreement was recorded at the USPTO on May 30, 2014 at Reel 5291 Frame 0641;

WHEREAS, the Additional Trademarks were assigned to Grantor pursuant to that certain Assignment dated as of August 25, 2014 by and among Alco Industries, Inc. and the Grantor (the "Assignment");

WHEREAS, the Assignment was recorded at the USPTO on August 26, 2014 at Reel 5351 Frame 0406; and

WHEREAS, Agent (acting at the direction of the Lenders) now desires to terminate and release the entirety of its security interest in the Trademarks.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and as Agent for the Lenders) agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement, Haysite Trademark Security Agreement, or Miller Trademark Security Agreement as the context may require.

SECTION 2. Termination and Release. The Agent (acting at the direction of the Lenders), for itself and as Agent for the Lenders, hereby:

(a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademarks, and terminates the (i) Haysite Trademark Security Agreement and (ii) solely with respect to the Additional Trademarks, the Miller Trademark Security Agreement. Any and all right, title, or interest of Agent in the Trademarks and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void; provided that, other than with respect to the Additional Trademarks, the termination, release and discharge granted pursuant to this Release shall not in any way affect any of the obligations and liabilities of Miller under the Miller Trademark Security Agreement, and after giving effect to this Release, the terms, provisions and conditions of the Miller Trademark Security Agreement shall remain in full force and effect;

(b) authorizes the recordation of this Release with the USPTO;

(c) releases without any recourse to the Agent (whether as Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity); and

(d) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantor's counsel and the cost and expense of such documents and actions shall be borne solely by the Grantor.


This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By:

Name:  Cora Holland-Koller

Title: Assistant Vice President

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

Acknowledged and Agreed

**HAYSITE REINFORCED PLASTICS,
LLC**

By: 
Name: Stuart Jara
Title: Authorized Signatory

MILLER CHEMICAL & FERTILIZER, LLC

By: 
Name: Stuart Jara
Title: Authorized Signatory

Schedule A
Trademarks

(i) Initial Trademarks

Title	Country	Status	Registration Number
HAYSITE	Canada	Registered	TMA650606
HAYSITE	United States of America	Registered	2,917,349
HAYSITE	United States of America	Registered	1,287,526

(ii) Additional Trademarks

Title	Country	Status	Registration Number
HEATMEISER	United States of America	Registered	3,094,107
ULTRATRAC	United States of America	Registered	1,836,181
THERMALATE	United States of America	Registered	1,796,382