

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504668

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank, as administrative agent		01/04/2019	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W.M. Barr & Company, Inc.		
<b>Street Address:</b>	6750 Lenox Center Court		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38115		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4345751	TUFF STUFF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	devin.rodriguez@clarivate.com		
<b>Correspondent Name:</b>	Gregory T. Pealer		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer		
<b>SIGNATURE:</b>	/Devin Rodrigues/		
<b>DATE SIGNED:</b>	01/07/2019		
<b>Total Attachments: 3</b>			
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OP \$40.00 4345751

## PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARK

THIS PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARK dated January 4, 2019, by Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), acting as administrative agent hereunder for the Secured Creditors (as defined in the Trademark Collateral Agreement referred to below), and its successors and assigns (Fifth Third acting as such administrative agent being hereinafter referred to as the "*Administrative Agent*");

### WITNESSETH:

WHEREAS, Fifth Third with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, individually and as administrative agent for itself and certain other Secured Creditors, and W.M. Barr & Company, Inc., a Tennessee corporation, with its mailing address at 6750 Lenox Center Court, Suite 200, Memphis, Tennessee 38115 (the "*Debtor*") are parties to a certain Trademark Collateral Agreement dated July 11, 2018 which was recorded in the United States Patent and Trademark Office on July 12, 2018 at Reel 6412, Frame 0918 (the "*Trademark Agreement*"), pursuant to which the Debtor granted a security interest in certain trademarks, trademark registrations, and trademark applications listed on Schedule A attached thereto and certain other property, among other things, as security for the Secured Obligations of Debtor as referred to in the Trademark Agreement; and

WHEREAS, the Debtor does not own one (1) trademark referenced on Schedule A to the Trademark Agreement and has requested that the Administrative Agent (i) release its security interest in such trademark named "TUFF STUFF" under registration number 4345751 registered on June 4, 2013 (the "*TUFF STUFF Trademark*"), and (ii) reassign any and all right, title and interest of the Administrative Agent, if any, in and to the TUFF STUFF Trademark to the Debtor and/or the rightful owner of such trademark;

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

The Administrative Agent hereby releases its security interest in, without any representation, warranty, recourse or undertaking by the Administrative Agent, all of its right, title and interest, if any, in and to the TUFF STUFF Trademark, and the goodwill of the business associated with such trademark, and does hereby reassign all of its right, title and interest, if any, in and to the TUFF STUFF Trademark to the Debtor and/or the rightful owner of such trademark.

*It is expressly understood and agreed that this Partial Release and Reassignment of Trademark is in no way to operate to discharge the lien of any other trademark, trademark registration, or trademark application set forth in the Trademark Agreement, or any supplements or amendments thereto, but it is only to release the trademark particularly described herein and none other; and that the remaining or unreleased trademarks, trademark registrations, and trademark applications described in the Trademark Agreement, or in any supplements or amendments thereto, shall remain as security for the payment and performance of the Secured Obligations.*

IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release and Reassignment of Trademark to be duly executed by its duly authorized officer as of the day and year first above written.

FIFTH THIRD BANK, as Administrative Agent

By *R. Ted Keller*  
Name *R. Ted Keller*  
Title *Vice President*

Signature Page to Partial Release and Reassignment of Trademark