

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509387

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Administrative Agent		02/08/2019	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Q.E.P. CO., INC.
<b>Street Address:</b>	1001 Broken Sound Parkway, NW
<b>Internal Address:</b>	Suite A
<b>City:</b>	Boca Raton
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33487
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	NUPLA CORPORATION
<b>Street Address:</b>	11912 SHELDON STREET
<b>City:</b>	SUN VALLEY
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91352
<b>Entity Type:</b>	Corporation: CALIFORNIA
<b>Name:</b>	HISCO, INC.
<b>Street Address:</b>	4320 North Cooper Avenue
<b>City:</b>	Oklahoma City
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	73118
<b>Entity Type:</b>	Corporation: OKLAHOMA

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	4642413	EXTREME POWER SLEDGE
Registration Number:	620777	IMPAX
Registration Number:	628215	NUPLA
Registration Number:	842300	NUPLAGLAS
Registration Number:	846668	NUPLA
Registration Number:	851863	NUPLAGLAS

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	857714	NUPLA-BOND
Registration Number:	1585335	NUPLA
Registration Number:	1916002	POWER DRIVE
Registration Number:	2023265	LIFETIME
Registration Number:	2008307	POWER PYLON
Registration Number:	2134941	MECH/LOC
Registration Number:	2236169	MICRO-STRIKE
Registration Number:	2416592	SMART HAMMER
Registration Number:	2961124	NUPRO
Registration Number:	2961409	PRO-TEC
Registration Number:	3042688	ERGO POWER
Registration Number:	3108127	EXTREME POWER DRIVE
Registration Number:	3144949	STRIKE PRO
Registration Number:	3470198	
Registration Number:	4971717	
Registration Number:	5538230	GET THE STRIPE
Registration Number:	1450821	WE CAN HANDLE ANYTHING
Registration Number:	1997706	
Registration Number:	1956871	PRO-TEC CLASSIC
Registration Number:	622110	NUPLAFLEX
Registration Number:	5285675	MAVERICK
Registration Number:	2477057	HISCO PROFESSIONAL TOOLS FIBERGLASS TOUG
Registration Number:	2011222	

**CORRESPONDENCE DATA**

**Fax Number:** 2147455390

*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:** 2147455612

**Email:** ngraham@winstead.com

**Correspondent Name:** Nancy Graham c/o WINSTEAD PC

**Address Line 1:** 2728 N. Harwood Street

**Address Line 2:** Suite 500

**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 3134-1841

**NAME OF SUBMITTER:** Nancy Graham

**SIGNATURE:** /Nancy Graham/

**DATE SIGNED:** 02/08/2019

**Total Attachments:** 7

source=03. IP Release (QEP)#page1.tif  
source=03. IP Release (QEP)#page2.tif  
source=03. IP Release (QEP)#page3.tif  
source=03. IP Release (QEP)#page4.tif  
source=03. IP Release (QEP)#page5.tif  
source=03. IP Release (QEP)#page6.tif  
source=03. IP Release (QEP)#page7.tif

RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “Release”), is made as of February 8, 2019 by and among Q.E.P. CO., INC., a Delaware corporation (“Parent”), NUPLA CORPORATION, a California corporation (“NUPLA”), HISCO, INC., an Oklahoma corporation, (“Hisco” and, together with Parent and NUPLA, collectively, the “Grantors”), and BANK OF AMERICA, N.A., with an office at Four Penn Center, Suite 1100, 1600 JFK Boulevard, Philadelphia, Pennsylvania 19103, as agent for the Lenders (hereinafter referred to as the “Agent”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Documents (as those terms are defined below).

WHEREAS, the Grantors, certain affiliates of the Grantors, the financial institutions party thereto as lenders (the “Lenders”), and the Agent have entered into a Fourth Amended and Restated Loan Agreement, dated as of January 31, 2017 (as amended, restated, renewed, extended, substituted, modified or supplemented from time to time, the “Loan Agreement”), and various instruments, guaranties, agreements and other documents executed and/or delivered in connection therewith (all of the foregoing, as amended, restated, renewed, extended, substituted, modified or supplemented from time to time, together with the Loan Agreement, collectively, the “Loan Documents”);

WHEREAS, pursuant to the Loan Documents, the Grantors granted to the Agent, for the benefit of the Lenders, a security interest (referred to in this Release as the “Trademark Security Interest”) in the Grantors’ right, title and interest in, to and under (collectively, the “Trademark Collateral”):

(a) all of their respective Trademarks and Domain Names, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

WHEREAS, pursuant to the Loan Documents, the Grantors granted to the Agent, for the benefit of the Lenders, a security interest (referred to in this Release as the “Patent Security Interest,” and together with the Trademark Security Interest, the “Security Interests”) in the Grantors’ right, title and interest in, to and under (collectively, the “Patent Collateral”):

(a) all of their respective Patents, including those referred to on Schedule 2 hereto;

(b) all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent;

WHEREAS, the Agent has agreed to terminate and release all of its right, title and interest in or to the Trademark Collateral and Patent Collateral, including the Security Interests.

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

1. Release of Lien. The Agent hereby terminates, extinguishes, cancels, releases and discharges any and all right, title and interest, including the Security Interests, in and to the Trademark Collateral and the Patent Collateral arising in connection with the Loan Documents and assigns, discharges, quit claims and relinquishes unto each Grantor (in each case without recourse and without any representation or warranty), respectively, any and all right, title and interest it has in and to the Trademark Collateral and the Patent Collateral; provided, however, that, with respect to the Trademark Collateral and the Patent Collateral of Parent, the foregoing shall apply only to (i) those Trademarks and Domain Names of Parent (if any) referred to on Schedule 1 hereto and the other Trademark Collateral related thereto, and (ii) those Patents of Parent (if any) referred to on Schedule 2 hereto and the other Patent Collateral related thereto.

2. Further Assurances. The Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantors, and at Grantors' cost and expense, to more fully and effectively effectuate the release of liens and Security Interests contemplated hereby.

3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

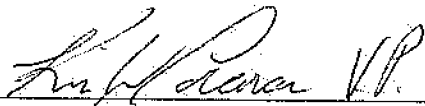
5. Costs and Expenses. The Grantors agree to pay or reimburse the Agent for all of its reasonable out-of-pocket costs and expenses incurred in connection with this Agreement, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable fees and disbursements of counsel to the Agent.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first above written.

AGENT:

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

By:   
Name: KEVIN W. CORCORAN  
Title: VICE PRESIDENT

*[Signature page to Release of Security Interest in Intellectual Property]*

**TRADEMARK**  
**REEL: 006556 FRAME: 0290**

Schedule 1 to  
Release of Security Interest in Intellectual Property

**Trademarks**

<b>Country</b>	<b>Title</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Owner</b>
Australia	NUPLA	206832	A206832	NUPLA
Canada	NUPLA	TMA156839	300391	NUPLA
Canada	NUPLAGLAS	TMA152667	301478	NUPLA
CTM (European Union)	POWER PYLON	20446	204466	NUPLA
CTM (European Union)	NUPLA	7321251	7321251	NUPLA
CTM (European Union)	NUPLA DIAMOND Logo	6446314	6446314	NUPLA
European Union	GET THE STRIPE	017934817	017934817	NUPLA
France	POWER DRIVE	1679436	1679436	NUPLA
Italy	CUSH-N-GRIP	0000623450	1991900180226	NUPLA
Italy	E E SERIES	0000623451	1991900180227	NUPLA
Japan	NUPLA	5235376	2007-113188	NUPLA
Japan	NUPLA DIAMOND Logo	5216605	2007-113189	NUPLA
Norway	NUPLA	108107	19800816	NUPLA
South Korea	NUPLA	400776854	402007-0056861	NUPLA
UK	NUPLA	1135125	1135125	NUPLA
USA	EXTREME POWER SLEDGE	4,642,413	86/089,520	NUPLA
USA	IMPAX (Stylized)	620,777	71/668,459	Parent
USA	NUPLA Diamond Logo	628,215	71/697,312	Parent

USA	NUPLAGLAS	842,300	72/253,234	Parent
USA	NUPLA	846,668	72/264,953	Parent
USA	NUPLAGLAS	851,863	72/264,952	NUPLA
USA	NUPLA-BOND	857,714	72/283,144	Parent
USA	NUPLA Diamond Logo	1,585,335	73/814,514	Parent
USA	POWER DRIVE	1,916,002	74/521,092	Parent
USA	LIFETIME	2,023,265	74/703,836	Parent
USA	Nupla Stripe Dress of Goods	2,011,222	74/673,808	Parent
USA	POWER PYLON	2,008,307	75/009,759	Parent
USA	MECH/LOC	2,134,941	75/083,416	Parent
USA	MICRO-STRIKE	2,236,169	75/318,883	Parent
USA	SMART HAMMER	2,416,592	75/765,991	Parent
USA	NUPRO	2,961,124	78/282,724	Parent
USA	PRO-TEC	2,961,409	78/327,378	Parent
USA	ERGO-POWER	3,042,688	78/390,992	Parent
USA	EXTREME POWER DRIVE	3,108,127	78/552,529	Parent
USA	STRIKE PRO	3,144,949	78/695,263	Parent
USA	Nupla Stripe Dress of Goods (Yellow)	3,470,198	77/051,029	Parent
USA	Nupla Stripe Dress of Goods	4,971,717	86/591,364	Parent
USA	GET THE STRIPE	5,538,230	87/361,336	NUPLA
USA	WE CAN HANDLE ANYTHING	1,450,821	73/589,015	NUPLA
USA	STRIPE IMAGE	1,997,706	74/673,953	NUPLA



USA	PRO-TEC CLASSIC	1,956,871	74/547,814	NUPLA
USA	NUPLAFLEX	622,110	71/682,820	NUPLA
USA	MAVERICK	5,285,675	87/345,278	NUPLA
USA	HISCO PROFESSIONAL TOOLS FIBERGLASS TOUGH!	2,477,057	75/619,412	Hisco
USA	LIFETIME	2,023,265	74/703,836	NUPLA
USA	STRIPE IMAGE	2,011,222	74/673,808	NUPLA

**Domain Names**

NUPLACORP.COM

NUPLATOOLS.COM

LUDELL-TOOLS.COM

HISCO-OKC.COM

HISCOTOOLS.COM

Schedule 2 to  
Release of Security Interest in Intellectual Property

**Patents**

<b>Country</b>	<b>Title</b>	<b>Patent No.</b>	<b>Serial No.</b>	<b>Owner</b>
Europe	Composite Pry-Bar and Striking Tools	001329494-001	001329494	NUPLA
Europe	Halligan Tool	001329486-001	001329486	NUPLA
USA	Method of Making a Nonrecoil Impact Tool	6,052,885	09/364,415	NUPLA
USA	Composite Pry-Bar	D667,714	29/408,374	NUPLA
USA	Composite Pry-Bar with Striking Tool	D668,523	29/408,404	NUPLA
USA	Composite Striking Tool	D668,520	29/409,116	NUPLA
USA	Composite Pry-Bar	D682,064	29/430,621	NUPLA
USA	HALLIGAN TOOL	D688,926	29/408,408	NUPLA
USA	COMPOSITE STRIKING TOOL	D682,063	29/430,624	NUPLA