

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512894

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND TERMINATION AND RELEASE OF SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/01/2019	Incorporated Association:

RECEIVING PARTY DATA

Name:	ENGLERT, INC.
Street Address:	1200 Amboy Avenue
City:	PERTH AMBOY
State/Country:	NEW JERSEY
Postal Code:	08861
Entity Type:	Corporation: NEW JERSEY

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2189103	ENGLERT E
Serial Number:	77566908	E ENGLERT
Registration Number:	1714594	PERMA COLOR
Registration Number:	1832596	ENGLERT SERIES 2000
Registration Number:	1833649	ENGLERT SERIES 1000
Registration Number:	2675551	ENGLERT T-SEAM
Registration Number:	3418120	METAL MAN
Serial Number:	77278067	METAL MAN
Registration Number:	3417663	SCRATCHGUARD
Registration Number:	3072155	SURE GUARD
Registration Number:	3105177	RAIN PRO
Registration Number:	3393105	GUTTERS THAT LOVE THE RAIN
Registration Number:	3473820	BE HAPPY WHEN IT RAINS
Registration Number:	2190611	ENGLERT
Registration Number:	2205111	"THE GUTTER THAT NEVER CLOGS...GUARANTEE
Registration Number:	2842393	GET IT. AND FORGET IT.
Registration Number:	3894909	MICROGUARD
Registration Number:	3865233	SUNET

CH \$465.00 2189103

CORRESPONDENCE DATA**Fax Number:** 9735972400*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:** 9735972500**Email:** lstrademark@lowenstein.com**Correspondent Name:** Vanessa A. Ignacio, Esq.**Address Line 1:** One Lowenstein Drive**Address Line 4:** ROSELAND, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	28727.14
NAME OF SUBMITTER:	Vanessa A. Ignacio
SIGNATURE:	/Vanessa A. Ignacio/
DATE SIGNED:	03/05/2019

Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECOND AMENDED, RESTATED AND CONSOLIDATED PATENTS,
TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF SECOND AMENDED, RESTATED AND CONSOLIDATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT** (this "**Termination and Release**") is granted as of *March 1,* 2019 by Bank of America, N.A. (the "**Bank**"), in favor of Englert, Inc., a New Jersey corporation (the "**Grantor**").

WHEREAS, the Grantor executed and delivered the Second Amended, Restated and Consolidated Patents, Trademarks, Copyrights and Licenses Security Agreement dated as of June 24, 2011 (the "**IP Security Agreement**"), collaterally assigning, mortgaging, and pledging to the Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale upon an Event of Default, certain trademarks and trademark applications described therein (the "**Trademarks**"), certain patents and patent applications described therein (the "**Patents**"), certain copyrights and copyright applications described therein (the "**Copyrights**"), and certain licenses described therein (the "**Licenses**"), which was recorded with the Patent Division of the United States Patent and Trademark Office (the "**USPTO**") on July 1, 2011, at Reel 026539, Frame 0776 and with the Trademark Division of the USPTO on July 1, 2011 at Reel 04574, Frame 0207 (the "**Grant**");

WHEREAS, Grantor has requested that Bank hereby terminate the Grant and all deeds, assignments, and other instruments as may be necessary or proper to re-vest in Grantor full title in the Patents, Trademarks, Copyrights, and Licenses; and

WHEREAS, Grantor has requested that the Bank enter into a document suitable for recording in the USPTO to evidence the release of the Bank's security interests in and liens on the Trademarks, Patents, Copyrights, and Licenses as herein provided.

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

1. terminates the Grant and releases, terminates and discharges all liens and security interests in Grantor's right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including those Trademarks identified in **Schedule A** hereto, and reassigns to Grantor any and all right, title and interest that it may have, in, to and under such Trademarks; and
2. terminates the Grant and releases, terminates and discharges all liens and security interests in Grantor's right, title and interest in, to and under the Patents, and all goodwill associated therewith, including those Patents identified in **Schedule B** hereto, and reassigns to Grantor any and all right, title and interest that it may have, in, to and under such Patents; and

3. terminates the Grant and releases, terminates and discharges all liens and security interests in Grantor's right, title and interest in, to and under the Copyrights, and all goodwill associated therewith, including those Copyrights identified in Schedule C hereto, and reassigns to Grantor any and all right, title and interest that it may have, in, to and under such Copyrights; and
4. terminates the Grant and releases, terminates and discharges all liens and security interests in Grantor's right, title and interest in, to and under the Licenses, and all goodwill associated therewith, including those Licenses identified in Schedule D hereto, and reassigns to Grantor any and all right, title and interest that it may have, in, to and under such Licenses;
5. terminate the Grant and releases, terminates and discharges all liens and security interests in Grantor's right, title and interest in, to and under all other Collateral (as defined in the IP Security Agreement), and reassigns to Grantor any and all right, title and interest that it may have, in, to and under such Collateral; and
6. authorizes and requests that this Termination and Release be recorded at the USPTO.

THIS TERMINATION AND 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 TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF ILLINOIS.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A., as Bank

By: *Daniel K. Clancy*
Name: *Daniel K. Clancy*
Title: *Senior Vice President*

SCHEDULE A

Trademarks

Mark Description	Owner	Registration/Ser. No.	Date Issued/Date Filed
ENGLERT LOGO	Englert ¹	2189103	09/15/98
ENGLERT LOGO	Englert	77566908	09/10/08
PERMACOLOR	Englert	1714594	09/08/92
ENGLERT SERIES 2000	Englert	1832596	04/26/94
ENGLERT SERIES 1000	Englert	1833649	05/03/94
ENGLERT T-SEAM	Englert	2675551	01/14/03
METAL MAN	Englert	3418120	04/29/08
METAL MAN	Englert	77278067	09/12/07
SCRATCH-GUARD	Englert	3417663	04/29/08
SURE GUARD	Englert	3072155	03/21/06
RAIN PRO	Englert	3105177	06/13/06
GUTTERS THAT LOVE THE RAIN	Englert	3393105	03/04/08
BE HAPPY WHEN IT RAINS	Englert	3473820	07/22/08
ENGLERT	Englert	2190611	09/22/98
THE GUTTER THAT NEVER CLOGS... GUARANTEED!	Englert	2205111	11/24/98
GET IT. AND FORGET IT.	Englert	2842393	05/18/04
MICROGUARD	Englert	3894909	12/21/10
SUNNET	Englert	3865233	10/19/10

¹ Englert, Inc. – “Englert”