

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519560

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF THIRD AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		04/09/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	THE NORDAM GROUP LLC (SUCCESSOR IN INTEREST TO THE NORDAM GROUP, INC.)
Street Address:	6911 NORTH WHIRLPOOL DRIVE
City:	TULSA
State/Country:	OKLAHOMA
Postal Code:	74117
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	981531	NORDAM
Registration Number:	1183676	DURALAM
Registration Number:	1219412	A TRADITION OF EXCELLENCE
Registration Number:	1255993	NORDAM A TRADITION OF EXCELLENCE
Registration Number:	1255546	NORDAM
Registration Number:	1652424	NORDEX
Registration Number:	1698042	PRISM
Registration Number:	1834544	NORSTAR
Registration Number:	1815804	WEATHERMASTER
Registration Number:	1985457	NORCOAT
Registration Number:	2356978	INTEGRATED INTERIOR SOLUTIONS
Registration Number:	2705484	NORTECH
Registration Number:	3086564	ULTRA IMAGE

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

TRADEMARK

Phone: (212) 455-3346
Email: ksolomon@stblaw.com
Correspondent Name: MELANIE JOLSON, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509600/0343

NAME OF SUBMITTER: MELANIE JOLSON

SIGNATURE: /MJ/

DATE SIGNED: 04/17/2019

Total Attachments: 4

source=NORDAM - Trademark Release (3rd AR) Executed (003)#page1.tif

source=NORDAM - Trademark Release (3rd AR) Executed (003)#page2.tif

source=NORDAM - Trademark Release (3rd AR) Executed (003)#page3.tif

source=NORDAM - Trademark Release (3rd AR) Executed (003)#page4.tif

**TERMINATION AND RELEASE OF THIRD AMENDED AND RESTATED SECURITY
INTEREST ASSIGNMENT OF TRADEMARKS**

April 9, 2019

This TERMINATION AND RELEASE OF THIRD AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT OF TRADEMARKS, dated as of the date hereof (this "Release"), is made by JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), under the Security Agreement (as defined below) and the IP Agreement (as defined below) in favor of THE NORDAM GROUP LLC, a Delaware limited liability company (successor in interest to THE NORDAM GROUP, INC., the "Borrower"), and each of the subsidiaries party hereto (the "Subsidiaries" and together with the Borrower each, a "Grantor" and collectively, the "Grantors").

WITNESSETH

WHEREAS, in connection with that certain Second Amended and Restated Security Agreement, dated as of December 20, 2007 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), among the Grantors and Bank of America, N.A. ("Bank of America"), each Grantor granted a security interest to Bank of America in the IP Collateral (as defined below);

WHEREAS, in connection with that certain Third Amended and Restated Security Interest Assignment of Trademarks, dated as of January 16, 2010 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "IP Agreement"; capitalized terms used in this Release and not otherwise defined herein, have the meanings set forth in the Security Agreement or the IP Agreement, as applicable), among the Grantors and Bank of America, each Grantor granted a continuing security interest to Bank of America in the Trademarks, including the Trademarks listed on Schedule I attached hereto (the "IP Collateral");

WHEREAS, pursuant to that certain Assignment of Third Amended and Restated Security Interest Assignment of Trademarks, dated as of December 18, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Assignment"), among Bank of America and the Collateral Agent, Bank of America assigned to the Collateral Agent the IP Agreement, together with all right, title and interest of Bank of America thereunder.

WHEREAS, the IP Agreement was recorded in the U.S. Patent and Trademark Office on February 16, 2010 on Reel 004150 and Frame 0135;

WHEREAS, the Assignment was recorded in the U.S. Patent and Trademark Office on January 15, 2013 on Reel 004943 and Frame 0603; and

WHEREAS, in accordance with that certain First Amended Joint Postpackaged Chapter 11 Plan of Reorganization of The NORDAM Group, Inc. and its Debtor Affiliates, dated as of March 14, 2019, that was confirmed pursuant to an order of the United States Bankruptcy Court for the District of Delaware, dated as of March 18, 2019, and the repayment in full of the obligations secured by the Security Agreement and the IP Agreement, each Grantor desires the Collateral Agent to terminate and release its security interest in and to the IP Collateral.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, hereby agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby expressly releases, terminates, cancels and discharges, without representation, recourse or warranty whatsoever, all of the Collateral Agent's security interest and all other rights, title and interest in, to and under the IP Collateral, whether granted pursuant to the IP Agreement or any other agreement or document delivered in connection with the Security Agreement, and the Collateral Agent hereby reassigns, retransfers and reconveys any and all right, title and interest (if any) that the Collateral Agent may have in, to and under the IP Collateral to each Grantor.

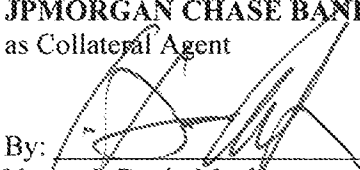
2. Further Assurances. The Collateral Agent agrees, at the Grantors' expense, to cooperate with each Grantor to provide it with the information and additional authorization reasonably required or desirable to effect the release of the Collateral Agent's security interest in the released collateral described herein.

3. Authorization. The Collateral Agent authorizes and requests that this Release be recorded with the U.S. Patent and Trademark Office.

[Signature page to follow]

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

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: J. Devin Mock
Title: Authorized Officer

SIGNATURE PAGE TO TRADEMARK RELEASE

TRADEMARK
REEL: 006621 FRAME: 0897

SCHEDULE I

Trademark	Registration Date	Registration No.
NORDAM	04/02/1974	981531
DURALAM	12/29/1981	1183676
A TRADITION OF EXCELLENCE	12/07/1982	1219412
NORDAM A TRADITION OF EXCELLENCE	11/01/1983	1255993
NORDAM	10/25/1983	1255546
NORDEX	07/30/1991	1652424
PRISM	06/30/1992	1698042
NORSTAR	05/03/1994	1834544
WEATHERMASTER	01/11/1994	1815804
NORCOAT	07/09/1996	1985457
INTEGRATED INTERIOR SOLUTIONS	06/13/2000	2356978
NORTECH	04/08/2003	2705484
ULTRA IMAGE	04/25/2006	3086564