

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement Recorded at Reel 5886, Frame 0042		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Prudential Insurance Company of America, as Collateral Agent		05/08/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Huntington Foam, LLC		
Street Address:	125 Caliber Ridge Drive, Suite 200		
City:	Greer		
State/Country:	SOUTH CAROLINA		
Postal Code:	29651		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3081250	CLEAR-VIEW	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-819-2655		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Peter Giovine/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1154069-0003-BC15		
NAME OF SUBMITTER:	Peter Giovine		
SIGNATURE:	/Peter Giovine/		
DATE SIGNED:	05/09/2019		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF TRADEMARK
SECURITY AGREEMENT**

May 8, 2019

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release") is made as of May 8, 2019, by The Prudential Insurance Company of America, in its capacity as collateral agent for the Lenders (as defined below) under the Security Agreements (as defined below) (in such capacity, the "Collateral Agent"), in favor of Huntington Foam, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, the Grantor, Huntington Packaging Holdings LLC ("Holdings"), Huntington Foam Mexicano, Inc. ("Huntington Mexicano"), Huntington Foam of Mexico, Inc. ("HF Mexico"), and together with the Grantor, Holdings and Huntington Mexicano, each an "Issuer" and collectively, the "Issuers") previously entered into that certain Note Purchase and Revolving Credit Agreement, dated as of September 22, 2016 (as amended, restated, supplemented, waived, or otherwise modified from time to time, the "Note Purchase Agreement"), with The Prudential Insurance Company of America, Prudential Retirement Insurance and Annuity Company, Pruco Life Insurance Company, Prudential Annuities Life Assurance Corporation and Prudential Legacy Insurance Company of New Jersey, as Purchasers and Revolving Lenders (as applicable) (each a "Lender" and collectively, the "Lenders");

WHEREAS, in connection with the Note Purchase Agreement, the Issuers, each of the other Pledgors party thereto and the Collateral Agent executed and delivered that certain Security Agreement dated as of September 22, 2016 (as amended, restated, supplemented, waived, or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement dated as of September 22, 2016, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office on September 28, 2016 at Reel 5886, Frame 0042 (as amended, restated, supplemented, waived, or otherwise modified from time to time, the "Trademark Security Agreement" and together with the Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor, granted to the Collateral Agent for the benefit of the Lenders, a Lien on and security interest in, all of Grantor's presently existing or after acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademark Collateral set forth on Schedule A hereto, to secure the payment and performance of the Secured Obligations; and

WHEREAS, pursuant to that certain payoff letter dated as of May 8, 2019, entered into by the Collateral Agent, the Lenders and the Pledgors, the Collateral Agent and the Lenders acknowledged the payment in full of the Secured Obligations as of May 8, 2019, and accordingly the Grantor has requested and the Collateral Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement, as applicable.

2. Release of Security Interest; Further Assurances. Collateral Agent, without any representation and warranty by or any recourse to Collateral Agent or the Lenders, hereby (i) fully terminates the Security Agreements, (ii) fully terminates, releases, relinquishes and discharges all of its Liens on, and security interest in, the Trademark Collateral, (iii) re-transfers and re-assigns to the applicable Grantor any and all right, title and interest that the Collateral Agent may have in, to and under the Trademark Collateral, (iv) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral and effect the release of such rights to the Grantor, at Grantor's expense and (v) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Note Purchase Agreement and the Security Agreements with respect to the Trademark Collateral.

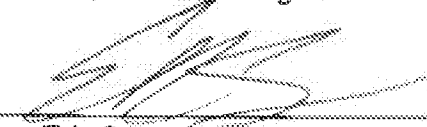
3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

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

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

**THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA, as Collateral Agent**

By: 
Name: Eric Seward
Title: Vice President

[Signature Page to Termination and Release of Trademark Security Agreement – Huntington Foam]

**TRADEMARK
REEL: 006642 FRAME: 0017**

SCHEDULE A

Registered Trademarks

U.S. Federal Trademarks

Trademark	Registration Number or Serial Number	Registration Date or Filing Date	Owner
CLEAR-VIEW	3081250	Filing Date: 08/09/2004 Registration Date: 04/18/2006	Huntington Foam, LLC