

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524006

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIZENS BUSINESS CAPITAL, f/k/a RBS Citizens Business Capital, f/k/a RBS Citizens Business Capital, as Agent (as successor-by-assignment to RBS Citizens Business Capital, f/k/a Citizens Leasing Corporation)		05/09/2019	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Shelby Group International, Inc.
Street Address:	1255 Schilling Blvd. W.
City:	Collierville
State/Country:	TENNESSEE
Postal Code:	38107
Entity Type:	Corporation: TENNESSEE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3512331	TRIBAL
Registration Number:	3321997	
Registration Number:	2716072	RED RAM
Registration Number:	2629183	XTRICATION
Registration Number:	2615939	ULTRA TECH
Registration Number:	2605730	REDCOAT
Registration Number:	2574704	THE #1 GLOVE IN FIRE
Registration Number:	2497194	RED BRICK
Registration Number:	2489467	RED BRICK
Registration Number:	2488013	THERMO SOCK
Registration Number:	2445227	SIDEKICK
Registration Number:	2347639	STEAMBLOCK
Registration Number:	2001467	TUFFLEX
Registration Number:	1814792	RIVER CITY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1681284	WHIZBANG
Registration Number:	1603489	SHELBY
Registration Number:	1483538	THE CONSOLIDATOR
Registration Number:	1477847	STEELCORE
Registration Number:	1410662	VIBRA-SORB
Registration Number:	0330159	RED HARE

CORRESPONDENCE DATA

Fax Number: 7043311159
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: 7043311000
Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	327000.028020
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	05/17/2019

Total Attachments: 3
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 9, 2019 ("Release"), is made by CITIZENS BUSINESS CAPITAL, a division of Citizens Asset Finance, Inc. (a subsidiary of Citizens Bank, N.A.), f/k/a RBS Citizens Business Capital, a division of RBS Asset Finance, Inc. (a subsidiary of RBS Citizens, N.A.), f/k/a RBS Citizens Business Capital, as Agent (as successor-by-assignment to RBS Citizens Business Capital, f/k/a Citizens Leasing Corporation ("Citizens")) ("Lender"), in favor of Shelby Group International, Inc., a Tennessee corporation ("Company").

WHEREAS, pursuant to that Amended and Restated Loan and Security Agreement dated as of December 23, 2008 (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and among the Company and Citizens and the Trademark Security Agreement dated as of December 23, 2008 ("Trademark Security Agreement") by and among the Company and Citizens, Company granted, assigned and pledged to the Lender a continuing security interest in and Lien upon all of the Company's Trademark Collateral:

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on January 21, 2009 at Reel 3921 Frame 0022; and

WHEREAS, pursuant to the Notice of Assignment of Security Interest in Trademarks dated as of January 24, 2012 by and among the Citizens and Lender and recorded at the USPTO on January 31, 2012 at Reel 4707 Frame 0785, Citizens confirmed that, pursuant to the Assignment Agreement dated as of December 22, 2011, Citizens had assigned, transferred, bargained, sold, conveyed and set over to Lender and Lender's successor and assigns, all of Citizens' right, title, interest, powers and privileges in, to and under the Trademark Security Agreement and assignment of to Lender of Citizens' security interest and Lien upon the Trademark Collateral.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Company agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Lender hereby:

- (a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement;
- (b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the continuing security interest in and Lien upon all of the Company's Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Company's expense.

SECTION 3. Further Assurances. Lender, at Company's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Lender will, at Company's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Lender:

CITIZENS BUSINESS CAPITAL, a division of Citizens Asset Finance, Inc. (a subsidiary of Citizens Bank, N.A.), f/k/a RBS Citizens Business Capital, a division of RBS Asset Finance, Inc. (a subsidiary of RBS Citizens, N.A.), f/k/a RBS Citizens Business Capital, as Agent (as successor-by-assignment to RBS Citizens Business Capital, f/k/a Citizens Leasing Corporation ("Citizens")) ("Lender")

By: 

Name: G. Timothy O'Rourke

Title: Senior VP

Schedule A

**U.S. Trademarks Subject to Security Interest
 Granted by Shelby Group International, Inc.
 In Favor of Citizens Leasing Corporation
 Recorded January 21, 2009 at Reel 3921 Frame 0022**

Trademark Registrations

Mark	Reg. No.	Reg. Date
TRIBAL	3512331	10/07/08
Design Only	3321997	10/23/07
RED RAM	2716072	05/13/03
XTRICATION	2629183	10/01/02
ULTRA TECH	2615939	09/03/02
REDCOAT	2605730	08/06/02
THE #1 GLOVE IN FIRE	2574704	05/28/02
RED BRICK and Design	2497194	10/09/01
RED BRICK	2489467	09/11/01
THERMO SOCK	2488013	09/11/01
SIDEKICK and Design	2445227	04/17/01
STEAMBLOCK and Design	2347639	05/02/00
TUFFLEX (Stylized)	2001467	09/17/96
RIVER CITY	1814792	01/04/94
WHIZBANG	1681284	03/31/92
SHELBY and Design	1603489	06/26/90
THE CONSOLIDATOR	1483538	04/05/88
STEELCORE	1477847	02/23/88
VIBRA-SORB	1410662	09/23/86
RED HARE (Stylized)	0330159	11/19/35