TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319051

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, as Collateral Agent		09/05/2014	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Axalta Coating Systems IP Co. LLC
Street Address:	1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4354655	PERFORMANCE CLAIMS
Serial Number:	85363260	PERFORMANCE GATEWAY

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 314-552-6000
Email: ipdocket@thompsoncoburn.com
Correspondent Name: Thomas A. Polcyn
Address Line 1: One US Bank Plaza
Address Line 2: Thompson Coburn LLP
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	51017-136981
NAME OF SUBMITTER:	Thomas A. Polcyn
SIGNATURE:	/thomas a. polcyn/
DATE SIGNED:	10/03/2014

Total Attachments: 4
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RELEASE OF SECURITY INTEREST
IN CERTAIN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL** (this "Release") is made as of September 5, 2014 by Wilmington Trust, National Association, in its capacity as collateral agent (the "Collateral Agent") in favor of Axalta Coating Systems IP Co. LLC (formerly known as U.S. Coatings IP Co. LLC) (the "Grantor").

WITNESSETH

WHEREAS, reference is made to (i) the Indenture dated as of February 1, 2013 (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the "Euro Notes Indenture"), among Flash Dutch 2 B.V. (n/k/a Axalta Coating Systems Dutch Holding B B.V.) and U.S. Coatings Acquisition Inc. (n/k/a Axalta Coating Systems U.S. Holdings, Inc.), as Issuers, Flash Dutch 1 B.V. (n/k/a Axalta Coating Systems Dutch Holding A B.V.), as Holdings, Coatings Co. U.S. Inc. (n/k/a Axalta Coating Systems U.S., Inc.), as U.S. Holdings and Wilmington Trust, National Association, as trustee (in such capacity, the "Trustee") and collateral agent (in such capacity, the "Collateral Agent") and (ii) the Security Agreement dated February 1, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent. Terms defined in the Euro Notes Indenture or the Security Agreement and not otherwise defined herein are used herein as defined in the Euro Notes Indenture or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement);

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and executed the IP Security Agreement dated February 1, 2013 (the "IP Security Agreement"), which Grantor granted a security interest in and a continuing lien on all of the Grantor's right, title, and interest in, to, and under, certain trademarks as security for the Obligations, including, without limitation, the trademark registration and pending trademark application set forth on Schedule A hereto (such trademark registration and pending trademark application set forth on Schedule A hereto, together with the Purchased Assets (as defined in the Purchase Agreement), the "Released Property");

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on December 10, 2013 at Reel/Frame No. 5184/0521; and

WHEREAS, pursuant to that certain Intellectual Property Purchase Agreement, dated September 5, 2014 (the "Purchase Agreement"), between the Grantor and Clayton Venture Group, L.L.C. ("Enterprise"), the Grantor has agreed to sell the Released Property to Enterprise (the "Sale"), and the Grantor requested that the Collateral Agent release its security interest in the Released Property;

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

SECTION 1. LIMITED RELEASE. Relying upon the representations and certifications of the Grantor concerning the Sale, the Collateral Agent hereby, without representation, warranty or recourse of any kind: (i) terminates, cancels, discharges, and releases its security interest in and continuing lien on all of Grantor's right, title and interest in, to, and under the Released Property; and (ii) assigns to the Grantor any and all interest, if any, it may have in the Released Property or any goodwill associated therewith. This Release is applicable only and solely with respect to the Released Property and to no other collateral arising under the Security Agreement or the IP Security Agreement (such other collateral, the "Retained

Collateral"). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement and the IP Security Agreement with respect to all such Retained Collateral, and the Collateral Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

SECTION 2. FURTHER ASSURANCES. At the reasonable request of the Grantor, and at the Grantor's sole cost and expense, the Collateral Agent agrees to provide the Grantor with any information and additional authorization, and will execute, acknowledge and deliver any additional documents or instruments and take any additional actions reasonably necessary or as may be reasonably requested by the Grantor or its representative to effect, record, and perfect the release of the Collateral Agent's security interest in the Released Property or otherwise more fully and effectively carry out the purpose of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representative as of the day and year first written above.

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Agent

By: _____
Name: Joseph P O'Donnell
Title: Vice President

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SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL

Reel/Frame: 5184/0521

TRADEMARK	REGISTRATION NUMBER	REG. DATE
PERFORMANCE CLAIMS	4,354,655	6/18/2013

TRADEMARK	APPLICATION NUMBER	FILING DATE
PERFORMANCE GATEWAY	85/363,260	7/05/2011

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