

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		06/05/2013	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	BARTHCO INTERNATIONAL, INC.		
Street Address:	5101 S. BROAD STREET		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19112		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3359796	DETAILS MATTER.	
Registration Number:	2845780	U.S.A. PRIORITY PACKAGE	
Registration Number:	1906209	BARTHCO INTERNATIONAL, INC.	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	3232/644		

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NAME OF SUBMITTER:	BENJAMIN PETERSEN
Signature:	/BENJAMIN PETERSEN/
Date:	06/11/2013
<b>Total Attachments: 3</b> source=0 - Trademark Release (BI)#page1.tif source=0 - Trademark Release (BI)#page2.tif source=0 - Trademark Release (BI)#page3.tif	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) (this "Release") is made as of June 5, 2013, by BANK OF AMERICA, N.A., as the administrative agent (together with its successors thereto in such capacity, the "Administrative Agent"), in favor of BARTHCO INTERNATIONAL, INC. (the "Grantor"). Terms used herein but not defined herein shall have the meaning ascribed to them in the Security Agreement (as described below).

WHEREAS, pursuant to a Second Lien Credit Agreement dated as of April 8, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement") among Ozburn-Hessey Holding Company LLC, as the Borrower, the Lenders, the Administrative Agent, and Morgan Stanley Senior Funding, Inc., as the Syndication Agent, the Lenders and the Issuers extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered (i) a Second Lien Pledge and Security Agreement, dated as of April 8, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to Administrative Agent a continuing second-priority security interest in certain intellectual property of Grantor, including the trademark registrations and trademark applications set forth on Schedule I hereto and (ii) a Second Lien Trademark Security Agreement, dated as of April 8, 2010 (the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Administrative Agent a security interest in the Trademark Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel/Frame 4184/0833 on April 13, 2010; and

WHEREAS, the Administrative Agent now desires to release in its entirety its security interest in, to and under the Trademark Collateral.

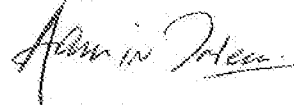
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Release of Security Interest. The Administrative Agent hereby, without representation, warranty or recourse, whether express, implied or statutory, terminates and releases in its entirety its security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral.
2. Recordation. The Administrative Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.
3. Governing Law. This Release is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) as of the day and year first above written.

BANK OF AMERICA, N.A.  
as Administrative Agent



By: \_\_\_\_\_

Name:

Title:

Asmir Saleem Vice President
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SCHEDULE I  
to Release of Security Interest in Trademarks (Second Lien)

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
DETAILS MATTER.	3359796	December 25, 2007
U.S.A. PRIORITY PACKAGE	2845780	May 25, 2004
BARTHCO INTERNATIONAL, INC.	1906209	July 18, 1995

Non-U.S. Trademark Registrations

Mark	Country	Reg. No.	Reg. Date
BARTHCO	CTM	3452141	April 1, 2005