

11/20/2013

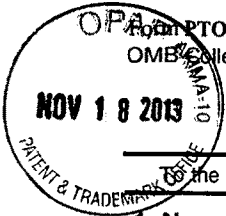


U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

103663931

RECC

TRADEMARKS ONLY



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11-18-13

1. Name of conveying party(ies):

Citizens Bank of Massachusetts

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Massachusetts Chartered Bank
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other Termination of Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: C.H. Babb Co., Inc.

Street Address: 445 Paramount Drive

City: Raynham

State: MA

Country: USA

Zip: 02767

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Massachusetts
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

2551684

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

BABBCO

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Dennis Ford Eagan, Esq.

Internal Address: Finneran & Nicholson, P.C.

Street Address: 30 Green Street

City: Newburyport

State: MA Zip: 01950

Phone Number: 978-462-1514

Docket Number: _____

Email Address: cases@finnic.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: _____

Authorized User Name: _____

9. Signature: RBS Citizens NA successor by merger to Citizens Bank of Massachusetts

Debbie Chesson, Signature AVP 11-1-13 Date

Debbie Chesson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005163 FRAME: 0755

**TERMINATION AND RELEASE
OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of this 1st day of November, 2013, and is granted by Citizens Bank of Massachusetts, a Massachusetts state chartered bank with offices located at 28 State Street, Boston, Massachusetts ("Citizens") if favor of C.H. Babb Co., Inc., a Massachusetts corporation with a principal place of business located at 445 Paramount Drive, Raynham, Massachusetts ("Babb) and its successors, legal representative, agents and assigns.

WHEREAS, Babb and Citizens are parties to that certain Intellectual Property Security Agreement dated as of April 28, 2004 ("Security Agreement");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") at Reel 002861, Frame 0015 on May 22, 2004; and

WHEREAS, any and all obligations of Babb to Citizens under the Loan, Loan Agreements and Indebtedness, as such terms are defined in the Security Agreement, have been completely satisfied; and

WHEREAS, pursuant to Section 10 of the Security Agreement, Citizens agreed to execute and deliver to Babb all releases, terminations and other instruments as may be necessary or proper to release the security interest thereunder; and

WHEREAS, Babb has requested that Citizens enter into this Termination and Release in order accomplish and evidence the release of any and all right, title and interest that Citizens may have in the Intellectual Property Collateral, including but not limited to any and all Copyrights, Patents, Trademarks, Mask Works and/or Licenses (each and all as defined in the Security Agreement, and collectively referred to herein as "IP Collateral") of Babb and to terminate any and all obligations set forth within the Security Agreement;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Citizens states as follows:

1. Citizens, on behalf of itself, its successors, legal representatives, agents, affiliates and assigns, hereby terminates, irrevocably and unconditionally releases, acquits, and forever discharges its security interest in and to the Intellectual Property Collateral, along with any and all other right, title and interest in and to the IP Collateral and reassigns to Babb any and all such right, title and interest that it may have had in and to the IP Collateral.
2. Citizens, on behalf of itself, its successors, legal representatives, agents, affiliates and assigns, hereby terminates, irrevocably and unconditionally releases, acquits, and forever discharges Babb from any and all obligations, covenants, warranties, undertakings, and/or licenses contemplated by the Security Agreement.

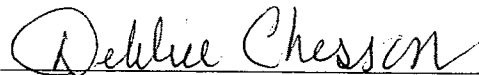
3. Citizens agrees to execute, acknowledge, procure and deliver to Babb, or its legal representatives, agents or assignees, any and all further documents or instruments and to do any and all further acts which Babb, or its legal representatives, agents or assignees, may reasonably request in order to confirm, effectuate or record this Termination and Release and Babb's, or its assignees', right, title and interest in and to the IP Collateral.

4. Except as otherwise governed by applicable federal law, this Agreement, and all rights and remedies of the parties, shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principles of conflict of laws. Any action brought to interpret and/or enforce this Agreement shall be tried in state or federal courts located in Boston, Massachusetts and all claims to improper venue and forum non conveniens are waived; and the parties hereby submit to Massachusetts personal jurisdiction and all claims to failure to obtain personal jurisdiction are waived.

IN WITNESS WHEREOF, Citizens has caused this Termination and Release to be executed by its duly authorized officer as of the date first above.

RBS Citizens NA successor by merger to

Citizens Bank of Massachusetts



Name:

Title: *AVP*