

900308614 12/01/2014

TRADEMARK	12/09/2014	JET
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Electronic Version v1.1
 Stylesheet Version v1.2



ETAS ID: TM324696

103669940

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		11/21/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	JL darling, llc
Street Address:	2614 Pacific Hwy East
City:	Tacoma
State/Country:	WASHINGTON
Postal Code:	98424
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	0632271	"RITE IN THE RAIN"
Registration Number:	1405810	DURA-RITE
Registration Number:	1544376	POLYTAG
Registration Number:	1686362	
Registration Number:	3197609	WEATHER JET
Registration Number:	4079473	OUTDOOR WRITING PRODUCTS FOR OUTDOOR WRI

CORRESPONDENCE DATA

Fax Number: 3124607000
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: 3124605000
Email: pmuffo@seyfarth.com
Correspondent Name: Patrick T. Muffo
Address Line 1: 131 S. Dearborn st. suite 2400
Address Line 2: Seyfarth Shaw, LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	099999-000673
NAME OF SUBMITTER:	Patrick T. muffo
SIGNATURE:	/Patrick T. Muffo/
DATE SIGNED:	12/01/2014

Re-900308614 12-4-14

CH \$165.00 0632271

EXECUTION VERSION

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of November 21, 2014, is made by **FIFTH THIRD BANK**, an Ohio banking corporation, for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

WHEREAS, JL DARLING, LLC, a Delaware limited liability company ("Debtor"), and Secured Party are parties to that certain Trademark Security Agreement dated as of April 30, 2013 (the "Agreement") which was recorded with The United States Patent and Trademark Office on May 2, 2013 in its records at Reel 005020, Frame 0262; capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under the Trademark Collateral (as defined in the Agreement), including, without limitation: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing Trademarks listed on Schedule I of the Agreement (attached hereto and made a part hereof as Schedule I); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under, or with respect to, any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I; and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby fully and finally releases and terminates (i) its security interest and other rights in, to and under the Trademark Collateral and (ii) any and all other rights it may have under the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed as of the day and year first above written.

FIFTH THIRD BANK

By: 
Brooke A. Balcom, Vice President

SIGNATURE PAGE TO
RELEASE OF TRADEMARK SECURITY AGREEMENT
(JL Darling, LLC)

SCHEDULE I**TRADEMARKS AND LICENSES**

1. United States Federally-Registered Trademarks

<u>MARK</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
"Rite in the Rain" (stylized)	71691933	7/26/1966	0632271	8/7/1968
DURA-RITE	73579792	1/27/1986	1405810	8/19/1986
POLYTAG	73720408	4/4/1988	1544376	8/20/1989
pencil logo	74109273	10/26/1990	1686362	5/12/1992
WEATHER JET	78687813	7/11/2005	3197609	1/9/2007
OUTDOOR WRITING PRODUCTS	85284424	4/1/2011	4079473	1/3/2012

2. State and Common Law Trade Names and Trademarks

<u>TYPE</u>	<u>MARK</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
Washington	ALL WEATHER	-	5/25/2011	54627	5/25/2011
Common Law	POLYDURA	-	-	-	-
Common Law/Trade Name	RITE IN THE RAIN (typeface)	-	-	-	-
Common Law	RITE GREEN	-	-	-	-
Common Law	ARCHIVAL FOR SURVIVAL	-	-	-	-
Common Law	ALL-WEATHER	-	-	-	-
Common Law	ALL-WEATHER WORLDWIDE	-	-	-	-
Common Law	WRITE THROUGH ANYTHING	-	-	-	-
Trade Name	J.L. Darling	-	-	-	-

3. Trademark Licenses

JL Darling, LLC's agreements with its distributors contain an implied license to use its trademarks in connection with the sale of its products.