

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		03/03/2017	Banking Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Exal Corporation		
Street Address:	One Performance Place		
City:	Youngstown		
State/Country:	OHIO		
Postal Code:	44502		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1919231		
CORRESPONDENCE DATA			
Fax Number:	2127158000		
<i>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.</i>			
Phone:	(212) 715-7670		
Email:	KLTrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Tania C. Ramos		
SIGNATURE:	/Tania C. Ramos/		
DATE SIGNED:	03/03/2017		
Total Attachments: 4			
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CH \$40.00 1919231

TERMINATION AND RELEASE OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY

TERMINATION AND RELEASE, dated as of March 3, 2017, from Fifth Third Bank, an Ohio banking corporation having an office at 1404 East Ninth Street, Cleveland, Ohio 44114, as agent (the "Agent") for itself and the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), to Exal Corporation, a Ohio corporation having a principal place of business at One Performance Place, Youngstown, Ohio 44502 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Second Amended and Restated Credit and Security Agreement, dated as of April 23, 2004, among the Agent, the Lenders and the Grantor, (as amended, restated or otherwise modified from time to time, the "Credit Agreement") and the Intellectual Property Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain (i) Intellectual Property Security Agreement, dated as of April 23, 2004 (the "Intellectual Property Security Agreement"), made by the Grantor in favor of the Agent, and (ii) Assignment attached as Exhibit A to the Intellectual Property Security Agreement (the "Assignment", and together with the Intellectual Property Security Agreement and the Credit Agreement, the "Security Agreements"), a security interest and contingent assignment (the "Security Interest") was granted by the Grantor to the Agent for the benefit of the Lenders in certain Collateral (as hereinafter defined); and

WHEREAS, the Intellectual Property Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 18, 2004, at Reel 2853, Frame 0417;

WHEREAS, the Intellectual Property Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on May 18, 2004 at Reel 014626, Frame 0351, and on June 29, 2005 at Reel 016195, Frame 0510, and on November 18, 2005 at Reel 016799, Frame 0352, and on February 22, 2007 at Reel 018921, Frame 0520, and on March 21, 2007 at Reel 019043, Frame 0118; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreements, the receipt and adequacy of which are hereby

acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Collateral: The term "Collateral" shall mean, collectively, all of Grantor's existing and future (a) patent registrations, patent applications, patent licenses, technology licenses, trade secrets, know-how, trademark registrations, trademark applications, trademark licenses, tradenames, service mark registrations, service mark applications, service mark licenses, domain names, copyright registrations and copyright licenses including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and knowhow; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) proceeds of any of the foregoing.

2. Termination of Security Agreements and Release of Security Interest: The Agent hereby terminates the Security Agreements and terminates, releases and discharges its Security Interest in the Collateral effective as of March 3, 2017, and any right, title or interest of the Agent in such Collateral or under the Security Agreements shall hereby cease and become void.


3. Further Assurances: The Agent, at the sole cost and expense of the Grantor, shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary to evidence termination of the Security Agreements and release of such Security Interest.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

FIFTH THIRD BANK,
as Agent

By: 
Name: David R. Garcia
Title: Vice President

Schedule 1 To the Intellectual Property Security Agreement,
dated as of April 23, 2004, by and between Exal Corporation
and Fifth Third Bank, as Agent

Patent Report by Invention

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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FLAT-SIDED BOTTLE

United States	LB000356-000	NEW	10/21/1998	29/095,335	2/6/2001	D437,233S	ISSUED
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PROCESS FOR PRODUCING AEROSOL BOTTLE FROM COIL FEEDSTOCK

Argentina	DB000982-002	CEQ	7/16/2003	P03 01 02549	10/30/2007	AR040952	ISSUED
United States	DB000982-000	NEW	8/20/2002	10/224,256			
United States	DB000982-004	DIV	3/18/2004	10/803,285			
Venezuela	DB000982-003	CEQ	8/15/2003	1409-03			PENDING
WIPO	DB000982-01	CEQ	6/27/2003	PCT/US03/20363			NAT'L PHASE

ALUMINUM BOTTLE WITH THREADED OUTSERT

Argentina	DB000981-003	CEQ	11/25/2002	P020104519	8/29/2008	AR037421	ISSUED
United States	DB000981-000	NEW	12/4/2001	10/005,044			
United States	DB000981-001	DIV	10/29/2002	10/282,652			
United States	DB000981-005	CON	5/29/2003	10/447,761	8/24/2004	6,779,677	ISSUED
Venezuela	DB000981-004	CEQ	11/27/2002	2327-02			PENDING
WIPO-	DB000981-002	CEQ	12/4/2002	US02/38761			NAT'L PHASE

Trademark Report by Mark

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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OPEN CIRCLE & DESIGN (LOGO) (EXAL)

United States	RE000575-00	1/12/1994	74/478,637	9/19/1995	1,919,231	REGISTERED	12, 13, 14 2, 23, 5 50, 6
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