

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest Release 5721/0978 2L		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as Administrative Agent		05/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bloomer Holdings, Inc.		
Street Address:	1264 East High Street		
City:	Milton		
State/Country:	WISCONSIN		
Postal Code:	53563		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4844837	OPTIMUM PLASTICS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F170164 TM Rel 5721/0978		
NAME OF SUBMITTER:	Karen S. Cottrell		
SIGNATURE:	/Karen S. Cottrell/		
DATE SIGNED:	05/16/2017		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 16, 2017 (the “Effective Date”), is made by MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Administrative Agent (the “Agent”), in favor of CHARTER NEX FILMS, INC., a Wisconsin corporation and BLOOMER HOLDINGS, INC., a Delaware corporation (the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of February 5, 2015, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, Charter NEX Films, Inc. executed and delivered a Trademark Security Agreement, dated as of February 5, 2015 and Bloomer Holdings, Inc. executed and delivered a Trademark Security Agreement, dated as of January 29, 2016 (the “Trademark Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement dated February 5, 2015 was recorded with the United States Patent and Trademark Office on February 6, 2015 at Reel/Frame 5454/0512 for Charter NEX Films, Inc. and the Trademark Security Agreement dated January 29, 2016 was recorded with the United States Patent and Trademark Office on February 2, 2016 at Reel/Frame 5721/0978 for Bloomer Holdings, Inc.;

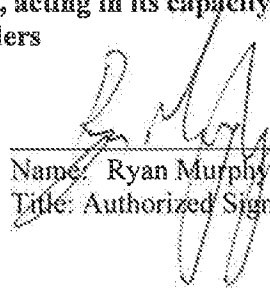
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**MORGAN STANLEY SENIOR FUNDING,
INC., acting in its capacity as agent for the
Lenders**

By: _____


Name: Ryan Murphy
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Release]

**TRADEMARK
REEL: 006059 FRAME: 0749**

Schedule I

Security Interest recorded at r/f 5454/0512:

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
CHARTER FILMS	75/739458	06/29/1999	2418834	01/09/2001	Charter Nex Films, Inc.
CHARTER FILMS Design	75/738925	06/29/1999	2418831	01/09/2001	Charter Nex Films, Inc.
CHARTER-NEX FILMS	85/793301	12/03/2012	4580938	08/05/2014	Charter Nex Films, Inc.

Security Interest recorded at r/f 5721/0978:

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
OPTIMUM PLASTICS	86566142	March 17, 2015	4,844,837	November 3, 2015	Bloomer Holdings, Inc.