

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467754

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		03/29/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SouthernCarlson, Inc.
Street Address:	10840 Harney Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68154
Entity Type:	Corporation: DELAWARE
Name:	Carlson Holdings, Inc.
Street Address:	8990 F Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68127
Entity Type:	Corporation: NEBRASKA
Name:	Interchange Brands, LLC
Street Address:	10840 Harney Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68154
Entity Type:	Limited Liability Company: NEBRASKA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2537667	CARLSON SYSTEMS
Registration Number:	4915006	CHALLENGER
Registration Number:	4952413	CHALLENGER
Registration Number:	5028125	CHALLENGER
Registration Number:	3659669	PIONEER
Registration Number:	3659670	PIONEER
Registration Number:	4392844	PROP-LOCK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4392843	PROP-LOCK
Registration Number:	1412019	WEGOMA
Registration Number:	1372130	INTERCHANGE BRANDS LLC
Registration Number:	3810751	INTERCHANGE BRANDS, LLC
Registration Number:	3827389	INTERCHANGE BRANDS, LLC
Registration Number:	3813854	INTERCHANGE BRANDS, LLC
Registration Number:	3954162	INTERCHANGE BRANDS, LLC
Registration Number:	3609493	INTERCHANGE BRANDS, LLC
Registration Number:	3551124	INTERCHANGE BRANDS, LLC
Registration Number:	3551123	INTERCHANGE BRANDS, LLC
Registration Number:	4642579	STRAPLOCK
Registration Number:	1378620	KENTEC
Registration Number:	2774558	NAILZONE
Registration Number:	4382892	PREMIER FASTENERS
Registration Number:	5028503	SOUTHERNCARLSON
Registration Number:	5055988	OUR PROMISE MEANS MORE.
Serial Number:	86172168	REDLOCK
Serial Number:	86957911	SOUTHERNCARLSON
Serial Number:	86957806	OUR PROMISE MEANS MORE.

CORRESPONDENCE DATA

Fax Number: 2129096836
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: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Leron Solomon, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Leron Solomon
SIGNATURE:	/Leron Solomon/
DATE SIGNED:	03/29/2018

Total Attachments: 6
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of March 29, 2018 (this “Release”), by Cortland Capital Market Services LLC, as administrative agent and collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”) in favor of the Grantors (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement (as defined below) and, if not defined therein, the Credit Agreement (as defined below).

A. Reference is made to the Credit Agreement dated as of July 26, 2016 (as amended by the Incremental Amendment, dated as of November 3, 2017, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Fastener Acquisition, Inc., a Delaware corporation (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower, the “Borrowers”), the Lenders party thereto and the Administrative Agent.

B. Reference is made to (i) the Guarantee and Collateral Agreement, dated as of July 26, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) by and among Carlson Systems Holdings, Inc., a Delaware corporation, Carlson Systems, LLC, a Nebraska limited liability company, Interchange Brands, LLC, a Nebraska limited liability company, Kentec, Inc., a Georgia corporation, Southern Fastening Systems, LLC, a Delaware limited liability company, Nailzone, LLC, a Delaware limited liability company and Fastener Holdings, Inc., a Delaware corporation (each a “Grantor” and collectively, the “Grantors”), the Parent Borrower, and each of the other grantors from time to time party thereto in favor of the Administrative Agent, pursuant to which each Grantor, among other things, granted a security interest to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, in certain assets and property of such Grantor, including all right, title and interest of such Grantor in and to Trademarks (as defined in the Guarantee and Collateral Agreement), including, without limitation, those trademark registrations and applications set forth on Schedule A hereto and (ii) that certain Notice and Confirmation of Grant of Security Interest in Trademarks dated as of July 26, 2016 (the “Notice”) made by the Grantors in favor of the Administrative Agent.

C. The Notice was recorded with the United States Patent and Trademark Office on July 26, 2016 at Reel 5840 Frame 0776.

D. In connection with the termination of the Credit Agreement, the Grantors have requested that the Administrative Agent execute and deliver this Release to evidence the release of the Administrative Agent’s security interest in the Trademarks and the Trademark Licenses granted under the Guarantee and Collateral Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without any representation, warranty or recourse of any kind, hereby terminates, releases and discharges its security interest in and to the Trademarks and the Trademark Licenses (including, without limitation, the trademark registrations and applications set forth on Schedule A attached hereto) pursuant to the Guarantee and Collateral Agreement, the Obligations having been paid and satisfied in full. If and to the extent the Administrative Agent has acquired any right, title or interest in or to any Trademarks or Trademark Licenses, the Administrative Agent, without any representation, warranty or recourse of any kind, hereby irrevocably re-assigns, re-transfers and re-conveys such right, title or interest to the Grantors. Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby. Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized officer as of the day and year first above written.

CORTLAND CAPITAL MARKET
SERVICES LLC, as Administrative Agent
and Collateral Agent

By: 

Name:

Polina Arsenyeva

Title:


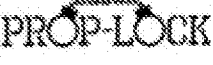
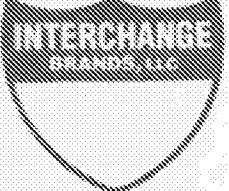
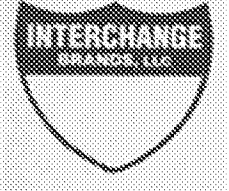
Associate Counsel

[Signature Page Release of Security Interest in Trademarks]

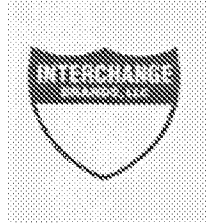

TRADEMARK
REEL: 006310 FRAME: 0345

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Serial No.	Registration No.
SouthernCarlson, Inc.	CARLSON SYSTEMS	75/866325	2537667
SouthernCarlson, Inc.	CHALLENGER	86/496295	4915006
SouthernCarlson, Inc.	CHALLENGER	86/496305	4952413
SouthernCarlson, Inc.	CHALLENGER	86/631011	5028125
SouthernCarlson, Inc.	PIONEER 	76/657519	3659669
SouthernCarlson, Inc.	PIONEER	76/657520	3659670
SouthernCarlson, Inc.	PROP-LOCK and Design 	85/384812	4392844
SouthernCarlson, Inc.	PROP-LOCK	85/384743	4392843
Carlson Holdings, Inc.	WEGOMA	73/524364	1412019
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design  <i>Disclaimer: "Brands" and "LLC"</i>	73/527596	1372130
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design  <i>Disclaimer: "Brands, LLC"</i>	77/871827	3810751
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design	77/871862	3827389

	 <p><i>Disclaimer: "Brands, LLC"</i></p>		
Interchange Brands, LLC	<p>INTERCHANGE BRANDS, LLC and Design</p>  <p><i>Disclaimer: "Brands, LLC"</i></p>	77/871885	3813854
Interchange Brands, LLC	<p>INTERCHANGE BRANDS, LLC and Design</p>  <p><i>Disclaimer: "Brands, LLC"</i></p>	85/112424	3954162
Interchange Brands, LLC	<p>INTERCHANGE BRANDS, LLC and Design</p>  <p><i>Disclaimer: "Brands" and "LLC"</i></p>	77/257797	3609493
Interchange Brands, LLC	<p>INTERCHANGE BRANDS, LLC and Design</p>  <p><i>Disclaimer: "Brands" and "LLC"</i></p>	77/257739	3551124
Interchange Brands, LLC	<p>INTERCHANGE BRANDS, LLC and Design</p>	77/257727	3551123

			
	<i>Disclaimer: "Brands" or "LLC"</i>		
Interchange Brands, LLC	REDLOCK	86/172168	4993802
Interchange Brands, LLC	STRAPLOCK	86/172193	4642579
SouthernCarlson, Inc.	KENTEC	73/544015	1378620
SouthernCarlson, Inc.	NAILZONE	76/299535	2774558
SouthernCarlson, Inc.	PREMIER FASTENERS and Design  PREMIER FASTENERS	85/748864	4382892
SouthernCarlson, Inc.	SOUTHERNCARLSON	86/753926	5028503
SouthernCarlson, Inc.	SOUTHERNCARLSON	86/957911	5247290
SouthernCarlson, Inc..	OUR PROMISE MEANS MORE!	86/957806	5229135
SouthernCarlson, Inc.	OUR PROMISE MEANS MORE!	86/754043	5055988