

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 5120/0942		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medley Capital Corporation		09/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Lexmark Carpet Mills, Inc.		
Street Address:	285 Kraft Drive		
City:	Dalton		
State/Country:	GEORGIA		
Postal Code:	30721		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85825847	LEXSOFT	
Registration Number:	4282271	PRIMUS PET- DURASOFT FIBER	
Registration Number:	4220874	PRIMUS	
Registration Number:	4131747	LEXSHIELD PLUS	
Registration Number:	4147929	WHERE INNOVATION BEGINS	
Registration Number:	3939205	PRIVE PET	
Registration Number:	3709840	LEXSHIELD	
Registration Number:	3814211	L	
Registration Number:	3814210	LEXMARK	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Christine Bae		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	2049 Century Park East, Suite 3200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3206		
ATTORNEY DOCKET NUMBER:	74326-010		

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NAME OF SUBMITTER:	Christine Bae
SIGNATURE:	/Christine Bae/
DATE SIGNED:	09/19/2018
Total Attachments: 4 source=Release of Trademark Security Agreement#page1.tif source=Release of Trademark Security Agreement#page2.tif source=Release of Trademark Security Agreement#page3.tif source=Release of Trademark Security Agreement#page4.tif	

RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS (this "Release") is dated as of September 19, 2018, by MEDLEY CAPITAL CORPORATION, a Delaware corporation, in its role as collateral agent (in such capacity, the "Collateral Agent"), in favor of the Grantor party to the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement made by the Grantor in favor of the Collateral Agent, dated September 30, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), the Collateral Agent was granted a continuing security interest in and to all of Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks set forth on Schedule A attached hereto, and all goodwill associated therewith (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded on October 1, 2013 at the United States Patent and Trademark Office at Reel 5120, Frame 0942;

WHEREAS, pursuant to the Resignation of Agent Agreement, dated as of December 19, 2014, by and among the lenders party thereto, the Collateral Agent, as the resigning agent, Obsidian Agency Services, Inc., Lexmark Carpet Mills, Inc. (the "Borrower"), LCM Parent, Inc. and LCM Buyer, Inc., (i) the Collateral Agent was released and discharged in full from all obligations under the Trademark Security Agreement and (ii) the Collateral Agent agreed, at the Borrower's sole cost and expense, to execute any and all instruments, agreements and other documents to evidence the resignation of the Collateral Agent;

WHEREAS, the Grantor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without representation or warranty of any kind whatsoever, (a) terminate the Trademark Security Agreement and the liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in, to and under the Trademark Collateral, including the goodwill of the business symbolized by the Trademark Collateral. The Collateral Agent hereby authorizes the Grantor, and any of its designees, to file this Release and other necessary filings with the United States Patent and Trademark Office, and shall take all further actions (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by and at the sole expense of the Pledgors, to effect the release and termination of the security interest in the Trademark Collateral and of the Trademark Security Agreement contemplated hereby.


THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

MEDLEY CAPITAL CORPORATION,
as Collateral Agent
a Delaware corporation

By: MCC Advisors LLC,
a Delaware limited liability company
its investment manager

By: 
Name: Richard T. Allorto, Jr.
Title: Chief Financial Officer

SCHEDULE A

<i>Company</i>	<i>Trademark</i>	<i>Reg. No. (or Serial No. if not yet registered)</i>	<i>Issue Date</i>	<i>Application Date</i>
Lexmark	LEXSOFT	85825847	Application pending	January 17, 2013
	Primus PET – Durasoft Fiber	4,282,271	January 29, 2013	November 13, 2012
	PRIMUS	4,220,874	October 9, 2012	November 28, 2011
	LEXSHIELD PLUS	4,131,747	April 24, 2012	August 24, 2011
	“WHERE INNOVATION BEGINS”	4,147,929	May 22, 2012	July 26, 2011
	PRIVE PET	3,939,205	March 29, 2011	June 11, 2010
	LEXSHIELD	3,709,840	November 10, 2009	July 11, 2008
		3,814,211	July 6, 2010	November 19, 2009
LEXMARK	3,814,210	July 6, 2010	November 19, 2009	
Other Companies	None			