# OP \$190.00 4073954

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM497387

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		11/08/2018	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	KODA Distribution Group, Inc.
Street Address:	154 Pioneer Drive
City:	Leominster
State/Country:	MASSACHUSETTS
Postal Code:	01453
Entity Type:	Corporation: DELAWARE
Name:	DeWolf Chemical, Inc. (n/k/a DeWolf Chemical, LLC)
Street Address:	300 Jefferson Boulevard, Suite 206
City:	Warwick
State/Country:	RHODE ISLAND
Postal Code:	02888
Entity Type:	Corporation: DELAWARE
Name:	P.T. Hutchins Company, Ltd. (n/k/a P.T. Hutchins Company, LLC)
Street Address:	901 S. Stimson Avenue
City:	City of Industry
State/Country:	CALIFORNIA
Postal Code:	91745
Entity Type:	Limited Company: CALIFORNIA
Name:	Monson Companies, Inc. (n/k/a Monson Companies, LLC)
Street Address:	154 Pioneer Drive
City:	Leominster
State/Country:	MASSACHUSETTS
Postal Code:	01453
Entity Type:	Corporation: DELAWARE
Name:	Ribelin Sales, Inc. (n/k/a Ribelin Sales, LLC)
Street Address:	3847 Miller Park Drive
City:	Garland

State/Country:	TEXAS
Postal Code:	75042
Entity Type:	Corporation: TEXAS
Name:	Specialty Professional Products, Inc. (n/k/a Specialty Professional Products, LLC)
Street Address:	550 Aero Lane
City:	Sanford
State/Country:	FLORIDA
Postal Code:	32771-6342
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	4073954	SUPPORTING THE DEVELOPMENT OF FORMULATIO
Registration Number:	4788445	KODA DISTRIBUTION GROUP
Registration Number:	4666944	KDG
Registration Number:	3922952	C CEMPLETE
Registration Number:	3415715	ARCTIC EDGE
Registration Number:	1572629	R
Registration Number:	3979765	SPECIALTY PROFESSIONAL PRODUCTS

#### CORRESPONDENCE DATA

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/08/2018

#### **Total Attachments: 5**

source=Second Lien Trademark Release [Executed]#page1.tif source=Second Lien Trademark Release [Executed]#page2.tif source=Second Lien Trademark Release [Executed]#page3.tif source=Second Lien Trademark Release [Executed]#page4.tif source=Second Lien Trademark Release [Executed]#page5.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.		
Name of conveying party(les):	2. Name and address of receiving party(les)		
Morgan Stanley Senior Funding, Inc.	Additional names, addresses, or citizenship attached? No Name: KODA Distribution Group, Inc.		
Individual(s)	Partnership Citizenship Limited Partnership Citizenship  Corporation Citizenship USA-DE  Other Citizenship  If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)		
A. Application number(s) or registration number(s) and     A. Trademark Application No.(s)  Text	l identification or description of the Trademark.  B. Trademark Registration No.(s)  See Schedule I		
See Schedule I	Additional sheet(s) attached? X Yes No		
C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence	***************************************		
concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	registrations involved: 7		
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	Authorized to be charged to deposit account Enclosed		
City: New York	8. Payment Information:		
State: NY Zip: 10005			
Phone Number: (212) 701-3365			
Docket Number:	Deposit Account Number		
Email Address:ecarrera@cahill.com	Authorized User Name		
9. Signature: Slain Can	November 8, 2018		
Signature	Date		
Elaine Carrera	Total number of pages including cover 5		
Name of Person Signing	sheet, attachments, and document:		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#### Addendum to Cover Page of Trademarks Form Cover Sheet

#### 2. Name and address of receiving party(ies)

DeWolf Chemical, Inc. (n/k/a DeWolf Chemical, LLC) 300 Jefferson Boulevard, Suite 206 Warwick, RI 02888 Citizenship – USA – DE

P.T. Hutchins Company, Ltd. (n/k/a P.T. Hutchins Company, LLC) 901 S. Stimson Avenue City of Industry, CA 91745 Citizenship – USA – CA

Monson Companies, Inc. (n/k/a Monson Companies, LLC) 154 Pioneer Drive Leominster, MA 01453 Citizenship – USA – DE

Ribelin Sales, Inc. (n/k/a Ribelin Sales, LLC) 3847 Miller Park Drive Garland, TX 75042 Citizenship – USA – TX

Specialty Professional Products, Inc. (n/k/a Specialty Professional Products, LLC) 550 Aero Lane Sanford, FL 32771-6342 Citizenship – USA – DE

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of November 8, 2018 (the "Effective Date"), is made by Morgan Stanley Senior Funding, Inc., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor parties identified on the signature page hereto (each a "Grantor" and, collectively, the "Grantors").

WHEREAS, pursuant to that certain Second Lien U.S. Security Agreement, dated as of December 17, 2015, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of December 17, 2015 (the "<u>Trademark Security Agreement</u>"), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 22, 2015, at Reel/Frame 5694/0942;

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

- 1. <u>Defined Terms</u>. 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 Agreement, 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 Trademarks (including, without limitation, the trademark registrations and applications set forth in Schedule I attached hereto, the "Collateral"), arising under the Security Agreement and the Trademark Security Agreement, and any interest of the Agent in the Collateral shall hereby cease and become void. If and to the extent that the Agent has acquired any rights, titles or interest in and to the Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such rights, titles or interest to the Grantors.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and to provide to the Grantors and their respective 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. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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 Collateral Agent for the Secured Parties

Name: Lisa Hanson

Title: Vice President

**GRANTORS:** 

KODA DISTRIBUTION GROUP, INC. DEWOLF CHEMICAL, INC. P. T. HUTCHINS COMPANY, LTD. MONSON COMPANIES, INC. RIBELIN SALES, INC. SPECIALTY PROFESSIONAL PRODUCTS, INC.

Signature Page to Second Lien Trademark Release

## $\underline{\textbf{SCHEDULE I}}$ United States Trademark Registrations and Trademark Applications

Owner	Trademark	Reg. No./ Appl. No.
DeWolf Chemical, Inc. (n/k/a DeWolf Chemical, LLC)	SUPPORTING THE DEVELOPMENT OF FORMULATION SOLUTIONS FOR EVERYDAY LIFE	4073954
KODA Distribution Group, Inc.	KODA DISTRIBUTION GROUP	4788445
KODA Distribution Group, Inc.	KDG	4666944
P.T. Hutchins Company, Ltd. (n/k/a P.T. Hutchins Company, LLC)	C CEMPLETE	3922952
Monson Companies, Inc. (n/k/a Monson Companies, LLC)	ARCTIC EDGE	3415715
Ribelin Sales, Inc. (n/k/a Ribelin Sales, LLC)	B	1572629
Specialty Professional Products, Inc. (n/k/a Specialty Professional Products, LLC)	SPECIALTY PROFESSIONAL PRODUCTS	3979765

**RECORDED: 11/08/2018**