

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498964

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest recorded at Reel/Frame 5869/0955		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of Nova Scotia		11/20/2018	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tecta America Corp.		
<b>Street Address:</b>	450 Bryn Mawr Ave., Ste. 500		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2635876	TECTA AMERICA	
<b>Registration Number:</b>	2640288	TECTACARE	
<b>Registration Number:</b>	2780044	TECTATRACKER	
<b>Registration Number:</b>	3563332	TECTASOLAR	
<b>Registration Number:</b>	3035263	TECTAGREEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	20523-19 RMP		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		
<b>SIGNATURE:</b>	/Renee M. Prescan/		
<b>DATE SIGNED:</b>	11/20/2018		

CH \$140.00 2635876

**Total Attachments: 4**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made this 20<sup>th</sup> day of November, 2018 (the “Release Date”), by The Bank of Nova Scotia, (the “Agent”), for the benefit of Tecta America Corp., a Wisconsin corporation (“Tecta”) (the “Debtor”).

WHEREAS, Tecta has entered into that certain Trademark Collateral Agreement, dated as of August 31, 2016 with the Agent (the “Trademark Collateral Agreement”), in connection with that certain Security Agreement, dated as of August 31, 2016 among the Debtor, the other guarantors party thereto and the Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Trademark Collateral Agreement, in conjunction with the Security Agreement, the Debtor pledged and granted to the Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of the Debtor, whether then existing or thereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): each trademark, trademark registration, and trademark application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and all proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule 1 hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

WHEREAS, the Agent has filed with the United States Patent and Trademark Office (the “USPTO”) notices of security interests in the Trademark Collateral pursuant to the Security Agreement, the Trademark Collateral Agreement was recorded by the USPTO on August 31, 2016, at Reel 5869, Frame 0955; and

WHEREAS, the Obligations have been paid in full and the Debtor has requested that the Agent release its security interest in the Trademark Collateral.

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

1. Release of Security Interest. Effective as of the Release Date, the Agent hereby, on behalf of itself and the Secured Creditors, irrevocably and forever terminates, releases and discharges the Trademark Collateral Agreement, any and all of its continuing security interest in, and all of its right, title and interest in, to and under, the Trademark Collateral granted by the Debtor under the Security Agreement and the Trademark Collateral Agreement. The Agent reassigns to each Debtor all right, title and interest to all Trademark Collateral referred to in the Trademark Collateral Agreement.

2. Recordation of Release. The Agent shall cause this Release to be recorded with the U.S. Patent and Trademark Office for the purpose of recording the release of the Agent's security interest in the Trademark Collateral.

3. Further Actions. The Agent further agrees provide to the Debtor and its successors, assigns or other legal representatives, all such cooperation and assistance (including without limitation to execute any other documents) and take any further action that the Debtor may reasonably request to effect the intent and purpose of this Release; provided, that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement.

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.

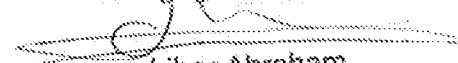
[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

THE BANK OF NOVA SCOTIA

By: 

Name: James Rhee  
Title: Managing Director

  
Lihor Abraham  
Associate Director

[Signature Page to Termination and Release of Security Interest in Trademarks]

**SCHEDULE 1**

**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATION**

<b>Owner</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Tecta America Corp.	TECTA AMERICA	2635876	Oct. 15, 2002
Tecta America Corp.	TECTACARE	2640288	Oct. 22, 2002
Tecta America Corp.	TECTATRACKER	2780044	Nov. 4, 2003
Tecta America Corp.	TECTASOLAR	3563332	Dec. 27, 2005
Tecta America Corp.	TECTAGREEN	3035263	Jan. 20, 2009