

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		09/22/2011	NATIONAL BANKING ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	NATIONAL DIVERSIFIED SALES, INC.
Street Address:	2180 BURBANK BOULEVARD
Internal Address:	SUITE 200
City:	WOODLAND HILLS
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2513806	DFW
Registration Number:	2445786	SPEE-D
Registration Number:	1931081	BUBBLER HYDRANT
Registration Number:	1658662	DRIP HYDRANT
Registration Number:	2069560	DRIP-A-LONG
Registration Number:	1172139	RAINDRIP
Registration Number:	2686626	STRETCH 'N LOCK
Registration Number:	2104980	G.P.8 PLUS
Serial Number:	78526982	FLO-WELL
Serial Number:	78526990	DURA
Registration Number:	3113850	GRASSROAD PAVERS
Serial Number:	78527021	EZ ROLL

CH \$440.00 2513806

Registration Number:	3023706	TUFFTRACK
Registration Number:	3373814	DRIP STAR
Registration Number:	3432636	HYDROPORT
Serial Number:	78560389	INTELLIDRIP
Serial Number:	78568105	ULTRA SPRAY

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Phone: 212-326-3939
Email: NYTEF@JONESDAY.COM
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: JENNIFER M. MCGREW, ESQ.
Address Line 1: JONES DAY
Address Line 2: 222 EAST 41ST STREET
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	879047-620009
NAME OF SUBMITTER:	JENNIFER M. MCGREW
Signature:	/JENNIFER M MCGREW/
Date:	09/28/2011

Total Attachments: 8
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Release of Security Interest in Intellectual Property, dated as of September 22, 2011 (the “**IP Security Release**”), is made by PNC Bank, National Association, as the successor administrative agent for the lenders (the “**Lenders**”) party to the Credit Agreement (as is defined below) (in such capacity, the “**Secured Party**”), in favor of National Diversified Sales, Inc., a California corporation (“**Debtor**”).

WHEREAS, Debtor is the owner of certain Intellectual Property Collateral as listed in Exhibits A, B, C and D hereto;

WHEREAS, Debtor entered into that certain Credit Agreement dated as of August 9, 2005 among Debtor, the Lenders and National City Bank, a national banking association, as the administrative agent (in such capacity, the “**Original Agent**”), pursuant to which the Lenders agreed to extend certain credit to Debtor upon the terms and subject to the conditions set forth therein (as amended, restated or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, Debtor executed and delivered an Intellectual Property Security Agreement, dated as of August 9, 2005, in favor of the Original Agent, for the benefit of the Lenders (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “**IP Agreement**”);

WHEREAS, pursuant to the IP Agreement, Debtor pledged and granted to the Original Agent, for the benefit of the Lenders, a security interest and lien in and to the Intellectual Property Collateral and application therefor described above, including the registrations thereof, the goodwill associated therewith and other related claims and rights (collectively, the “**IP**”);

WHEREAS, as a condition of the IP Agreement, Debtor executed and delivered a Notice of Intellectual Property Security Agreement dated as of August 9, 2005, made by and between Debtor and the Original Agent (the “**Notice**”) for recording with the United States Patent and Trademark Office;

WHEREAS, the Notice was recorded in the United States Patent and Trademark Office on August 19, 2005 on Reels/Frames 016418/0580 and 3143/0544;

WHEREAS, on November 9, 2009, the Original Agent was merged with and into the Secured Party and, as a result, the Secured Party succeeded Original Agent as the administrative agent under the Credit Agreement, IP Agreement and the Notice;

WHEREAS, the Obligations secured by the IP have been repaid or otherwise satisfied;
and

WHEREAS, the Secured Party therefore desires to release, terminate and discharge its security interest and lien in and to all rights, title and interest in and to the IP and grant all of its right, title and interest in the IP to Debtor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party and Debtor hereby agree as follows:

1. Unless otherwise defined herein or the context requires, terms used in this IP Security Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the IP Agreement.

2. The Secured Party hereby terminates, releases and discharges fully its lien on, and security interest in and to, all of the right, title and interest of the Debtor in, to and under the IP, including but not limited to the IP listed on Exhibits A, B, C and D attached hereto, and reassigns and transfers any and all interest that Assignor may have in the IP to the Debtor.

3. The Secured Party hereby authorizes and acknowledges the termination of the IP Agreement and Notice. At Debtor's expense, the Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby and terminate the IP Agreement and Notice.

4. This IP Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this IP Security Release.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

PNC BANK, in its capacity as Secured Party

By


Name: Jeremy Henrich
Title: Vice President

IP Security Release

TRADEMARK
REEL: 004632 FRAME: 0120

EXHIBIT "A"

COMPUTER SOFTWARE COLLATERAL

NONE

EXHIBIT "B"

COPYRIGHT COLLATERAL

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM DEBTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF DEBTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM DEBTOR)</u>
<u>NONE</u>				

EXHIBIT "C"

PATENT COLLATERAL

<u>Description</u>	<u>Patent Number</u>	<u>Application/Issue Date</u>
Extruded Landscape Edging Strip and Method of Making Same	7,409,796	8/12/2008
Rollable Load Bearing Mat For Turf Areas	7,210,876	05/1/2007
Adjustable Flow Bubbler For Drip Irrigation Systems	6,827,298	12/07/2004
Water Heater Stand	D441,855	05/08/2001
Utility Outlet To Connect A Corrugated Sewer And A Drain Pipe To A Catch Basin	D402,013	12/01/1998
Channel Drain And Support Bracket Unit	D377,389	01/14/1997
Water Relief Valve For Drainage System	D363,769	10/31/1995
Combined Drywall Cover And Drain Insert	D350,816	09/20/1994
Combined Drywall And Storm Drain	D350,815	09/20/1994
Drywell Cover	D350,814	09/20/1994

EXHIBIT "D"

TRADEMARK COLLATERAL

<u>Trademark</u>	<u>Registration Number</u>	<u>Reg./App. Date</u>
DFW	2,513,806	12/04/2001
SPEE-D	2,445,786	04/24/2001
BUBBLER HYDRANT	1,931,081	10/31/1995
DRIP HYDRANT	1,658,662	09/24/1991
DRIP-A-LONG	2,069,560	06/10/1997
RAINDRIP	1,172,139	10/06/1981
STRETCH N' LOCK	2,686,626	02/11/2003
G.P.8PLUS	2,104,980	10/14/1997
FLO-WELL	78/526,982	12/03/2004
DURA	78/526,990	12/03/2004
GRASSROAD PAVERS	3,113,850	7/11/2006
EZ ROLL	78/527,021	12/03/2004
TUFFTRACK	3,023,706	12/6/2005
DRIP STAR	3,373,814	1/22/2008
HYDROPORT	3,432,636	5/20/2008
INTELLIDRIP	78/560,389	12/03/2005
ULTRA SPRAY	78/568,105	02/03/2003

OTHER TRADEMARK COLLATERAL

NONE