

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
Brookside Mezzanine Fund II, L.P.		04/01/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Utrecht Manufacturing Corporation
Street Address:	6 Corporate Drive
City:	Cranbury
State/Country:	NEW JERSEY
Postal Code:	08512
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3088657	MASTER'S SERIES
Registration Number:	2466111	
Registration Number:	2661782	PRIMARY ARTIST
Registration Number:	2874879	STUDIO SERIES
Registration Number:	2330580	SUPREME PROFESSIONAL QUALITY UTRECHT
Registration Number:	3333834	THE TRUSTED RESOURCE
Registration Number:	2337034	UTRECHT
Registration Number:	4252561	UTRECHT

CORRESPONDENCE DATA

Fax Number: 4149788789
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 4142775789
 Email: tm-dept@quarles.com

CH \$215.00 3088657

Correspondent Name: Cheryl Smukowski
Address Line 1: 411 East Wisconsin Avenue
Address Line 2: Quarles & Brady LLP
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	122008.00019
NAME OF SUBMITTER:	Cheryl M. Smukowski
Signature:	/cms/
Date:	04/02/2013

Total Attachments: 4
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RELEASE OF TRADEMARK SECURITY INTEREST

RELEASE OF TRADEMARK SECURITY INTEREST ("*Release*"), dated as of April 1, 2013, by Brookside Mezzanine Fund II, L.P., a Delaware limited partnership (the "*Lender*") in favor of Utrecht Manufacturing Corporation, a Delaware corporation ("*Debtor*"). Capitalized terms used but not defined herein shall have the meanings set forth in the Note Purchase Agreement (defined below).

WITNESSETH:

WHEREAS, Debtor, certain of its Affiliates and the Lender entered into a Note Purchase Agreement dated as of the October 31, 2011 (as amended or modified from time to time, the "*Note Purchase Agreement*");

WHEREAS, in connection with the Note Purchase Agreement, Debtor executed and delivered to the Lender a Grant of Trademark Security Interest dated as of October 31, 2011, for filing with the United States Patent and Trademark Office (as amended or modified from time to time, the "*Grant*");

WHEREAS, pursuant to the Grant, Debtor granted to and created in favor of the Lender a continuing security interest in, and lien on, all of Debtor's presently existing or thereafter acquired Trademarks including, without limitation, the Trademarks set forth on **Schedule A** hereto, and all proceeds and products thereof; and

WHEREAS, the Lender desires to release its rights and security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby fully and finally releases and terminates (i) its security interest and other rights in, to and under the Trademarks, and (ii) any and all other rights it may have under the Grant.

[Signature page follows]

IN WITNESS WHEREOF, Lender has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BROOKSIDE MEZZANINE FUND II, L.P.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:
UTRECHT MANUFACTURING CORPORATION

By: *Robert J. Comolobus*
Name: *ROBERT J. COMOLOBUS*
Title: *CFO*

Release of Trademark Security Interest

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TRADEMARK
REEL: 004996 FRAME: 0261

IN WITNESS WHEREOF, EXHIBIT HAS CAUSED THIS RELEASE TO BE EXECUTED AND
delivered by its duly authorized officer as of the date first set forth above.

BROOKSIDE MEZZANINE FUND II, L.P.

By: Corey Sclar
Name: Corey Sclar
Title: Managing Director

ACCEPTED AND ACKNOWLEDGED BY:
UTRECHT MANUFACTURING CORPORATION

By: _____
Name:
Title:

Release of Trademark Security Interest

Schedule A

Mark	Serial No.	Filed	Reg. No.	Issued	Owner of Record
MASTER'S SERIES	78/460,268	2004-08-02	3,088,657	2006-05-02	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
Miscellaneous Design 	75/546,067	1998-09-01	2,466,111	2001-07-03	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512
PRIMARY ARTIST and Design* 	76/204,307	2001-02-05	2,661,782	2002-12-17	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
STUDIO SERIES	78/289,207	2003-08-19	2,874,879	2004-08-17	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
SUPREME PROFESSIONAL QUALITY UTRECHT and Design* 	75/324,049	1997-07-14	2,330,580	2000-03-21	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NY 08512
THE TRUSTED RESOURCE	77/096,861	2007-02-01	3,333,834	2007-11-13	Utrecht Manufacturing Corp. 6 Corporate Drive Cranbury, NJ 08512
UTRECHT	75/307,350	1997-06-12	2,337,034	2000-04-04	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512
UTRECHT and Design 	85/430,395	2011-09-23	4,252,561	2012-12-04	Utrecht Manufacturing Corporation 6 Corporate Drive Cranbury, NJ 08512