# CH \$165.00 193727;

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM362723

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT		11/17/2015	ASSOCIATION: UNITED STATES

#### **RECEIVING PARTY DATA**

Street Address: 435 OLD MOUNT HOLLY ROAD  City: MT. HOLLY  State/Country: SOUTH CAROLINA  Postal Code: 29445  Entity Type: CORPORATION: DELAWARE	Name:	JW ALUMINUM COMPANY
State/Country: SOUTH CAROLINA Postal Code: 29445	Street Address:	435 OLD MOUNT HOLLY ROAD
Postal Code: 29445	City:	MT. HOLLY
	State/Country:	SOUTH CAROLINA
Entity Type: CORPORATION: DELAWARE	Postal Code:	29445
	Entity Type:	CORPORATION: DELAWARE

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1937273	POLYGREEN
Registration Number:	3236596	JW ALUMINUM
Registration Number:	3193875	JW
Registration Number:	3236597	JW ALUMINUM
Registration Number:	3236598	JW
Registration Number:	1819394	HYCOR

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** mmakover@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: MATTHEW S. MAKOVER

Address Line 1: 1285 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18819-006
NAME OF SUBMITTER:	Matthew S. Makover
SIGNATURE:	/Matthew S. Makover/
DATE SIGNED:	11/17/2015

TRADEMARK REEL: 005670 FRAME: 0716

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#### **Total Attachments: 4**

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# NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of November 17, 2015 is made by U.S. Bank National Association, in its capacity as collateral agent (referred to herein as the "Agent"), in favor of JW Aluminum Company, a Delaware corporation (the "Company"), pursuant to that certain Security Agreement, dated as of November 26, 2012 (and as the same may be further amended or modified from time to time, the "Security Agreement"), among the Company, the Agent and other parties thereto.

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Trademark Security Agreement, dated as of November 26, 2012, in favor of the Agent (the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in to and under the Trademarks of the Company listed on <a href="Schedule A">Schedule A</a> attached hereto (the "Released Trademarks"), all Goodwill associated with the Released Trademarks; and all Proceeds of any and all of the foregoing (other than Excluded Property);

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "<u>USPTO</u>") on November 28, 2012, at Reel/Frame No. 49089/0272; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).
- SECTION 2. <u>Release of Security Interest</u>. The Agent does hereby release, relinquish, terminate in its entirety and discharge its lien on and security interest in and to all of its right, title and interest in to and under the Released Trademarks, all Goodwill associated with the Released Trademarks; and all Proceeds of any and all of the foregoing.
- SECTION 3. <u>Termination</u>. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

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SECTION 4. <u>Further Assurances</u>. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. <u>Choice of Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

> U.S. BANK NATIONAL ASSOCIATION, as Agent

By: Wallyfonds
Name: WALLY GONES
Title: VICE PRESIDENT

# **SCHEDULE A**

# **Trademark Registrations**

# Security Interest at Reel/Frame No. 4908/0272

1. Registered Trademarks / Trademark Applications

OWNER	REGISTRATION NUMBER	Mark
JW Aluminum Company	1,937,273	POLYGREEN
JW Aluminum Company	3,236,596	JW ALUMINUM and Design
JW Aluminum Company	3,193,875	JW and Design
JW Aluminum Company	3,236,597	JW ALUMINUM
JW Aluminum Company	3,236,598	JW Stylized
JW Aluminum Company	1,819,394	HYCOR

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**RECORDED: 11/17/2015** 

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