

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394308

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Capital, Ltd. f/k/a American Capital Financial Services, Inc.		08/08/2016	Limited Partnership:

RECEIVING PARTY DATA

Name:	Pacific Handy Cutter, Inc. and PHC Sharp Holdings, Inc.
Street Address:	17819 Gillette Avenue
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	76639009	EZ3
Serial Number:	73559665	HANDY HOOKER
Serial Number:	74543335	HANDY SAFETY POINT
Serial Number:	72100795	PACIFIC HANDY CUTTER
Serial Number:	76235123	
Serial Number:	75773752	PHC BLADE BANK
Serial Number:	74169078	QUICKBLADE
Serial Number:	76266246	RAZE
Serial Number:	76592781	RZ3.
Serial Number:	76649969	S4
Serial Number:	76649970	S5
Serial Number:	75546182	SAFETY FIRST SYSTEM
Serial Number:	74106517	STEEL-TRACK
Serial Number:	76646242	T1
Serial Number:	75576765	S3
Serial Number:	74588946	S2
Serial Number:	73680150	HANDY SAFETY CUTTER
Serial Number:	73699515	PROPREP

CH \$765.00 76639009

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	73167585	QUICK TRASH
Serial Number:	74332371	SPECTRUM
Serial Number:	74383000	SPECTRUM S
Serial Number:	75450244	DURATIP
Serial Number:	75454308	SNAPPY HOOKER
Serial Number:	75347056	SPECTRUM TOOLS
Serial Number:	75517483	SLIP CLIP
Serial Number:	75801502	PHC SAFETY COIN ROLL CUTTER
Serial Number:	76509112	SUPERLITE
Serial Number:	76628616	HANDYMAN
Serial Number:	76642624	PIN BANK
Serial Number:	76664896	S6

CORRESPONDENCE DATA

Fax Number: 2485668523

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: 248-566-8522

Email: jlyons@honigman.com

Correspondent Name: Thomas J. Appledorn

Address Line 1: 39400 Woodward Avenue, Suite 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304

NAME OF SUBMITTER:	Thomas J. Appledorn
SIGNATURE:	/Thomas J. Appledorn/
DATE SIGNED:	08/09/2016

Total Attachments: 5

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of August 8, 2016 is made by American Capital, Ltd. (f/k/a American Capital Financial Services, Inc.) in its capacity as Agent (as defined in the Security Agreement referred to below) for itself and the other Secured Parties (as defined in the Security Agreement), in favor of Pacific Handy Cutter, Inc., a California corporation and PHC Sharp Holdings, Inc., a Delaware corporation (each a "Grantor" and together, the "Grantors"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below). Notwithstanding the foregoing, for the purposes of this Termination, "Trademark Collateral" shall have the meaning assigned to such term in each of the Trademark Security Agreements, as applicable, and shall include, without limitation, those Trademark registrations and Trademark applications listed on Schedule 1 attached hereto.

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of December 27, 2006 (as it has been amended, restated, supplemented, waived or otherwise modified through the date hereof, the "Security Agreement") between the Grantors and the Agent, (ii) that certain Trademark Security Agreement, dated as of December 27, 2006 (the "First Trademark Security Agreement") executed by each Grantor, in favor of the Agent and (iii) that certain Trademark Security Agreement, dated as of December 27, 2006 (the "Second Trademark Security Agreement" and together with the First Trademark Security Agreement, the "Trademark Security Agreements") executed by each Grantor, in favor of the Agent, the Grantors pledged and granted to the Agent a continuing security interest in and Lien upon all of the Grantors' right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the security interest in the Trademark Collateral pledged and granted by each Grantor to the Agent under the First Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 003476 and Frame 0760; and

WHEREAS, the security interest in the Trademark Collateral pledged and granted by each Grantor to the Agent under the Second Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 003476 and Frame 0805.

WHEREAS, the Agent has agreed to terminate, release and discharge its security interest in and Lien on all of the Trademark Collateral; and

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Grantors secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreements, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent hereby absolutely, unconditionally and irrevocably terminates, cancels, releases and forever discharges all of its Liens upon and security interests in all of the Grantors' right, title and interest in, to and under the Trademark Collateral, including all goodwill associated with the Trademark Collateral, and any and all other security interests or liens that the

Agent or its predecessors, successors, assigns and transferees may have in or to the Trademark Collateral under the Security Agreement or the Trademark Security Agreements.

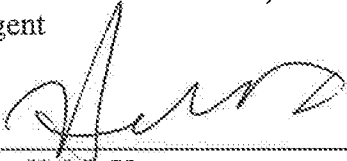
2. The Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

AMERICAN CAPITAL, LTD.
as Agent

By: 

Name: Helen Yang

Title: Senior Vice President

[Signature Page to Termination of Security Interest in Trademarks]

TRADEMARK
REEL: 005849 FRAME: 0778

**Schedule 1
to
Termination of Security Interests in Trademarks**

See Attached.

Registration Date	Serial Number	Registration Number	Jurisdiction	Mark	Owner
9/5/2006	76639009	3139678	US	EZ3	Pacific Handy Cutter, Inc.
1/20/1987	73559665	1425504	US	HANDY HOOKER	Pacific Handy Cutter, Inc.
5/2/1995	74543335	1892800	US	HANDY SAFETY POINT	Pacific Handy Cutter, Inc.
6/6/1961	72100795	716434	US	PACIFIC HANDY CUTTER	Pacific Handy Cutter, Inc.
12/31/2002	76235123	2670037	US	PHC TRIANGLE DESIGN (LOGO)	Pacific Handy Cutter, Inc.
6/19/2001	75773752	2462634	US	PHC BLADE BANK	Pacific Handy Cutter, Inc.
7/6/1993	74169078	1780781	US	QUICKBLADE	Pacific Handy Cutter, Inc.
9/16/2003	76266246	2765010	US	RAZE	Pacific Handy Cutter, Inc.
11/29/2005	76592781	3021572	US	RZ3	Pacific Handy Cutter, Inc.
7/8/2008	76649969	3462802	US	S4	Pacific Handy Cutter, Inc.
7/8/2008	76649970	3462803	US	S5	Pacific Handy Cutter, Inc.
5/16/2000	75546182	2350876	US	SAFETY FIRST SYSTEM	Pacific Handy Cutter, Inc.
9/17/1991	74106517	1657180	US	STEEL-TRACK	Pacific Handy Cutter, Inc.
6/3/2008	76646242	3441193	US	T1	Pacific Handy Cutter, Inc.
7/4/00	75576765	2365280	US	S3	Pacific Handy Cutter, Inc.
1/23/96	74588946	1950672	US	S2	Pacific Handy Cutter, Inc.
7/19/88	73680150	1496565	US	HANDY SAFETY CUTTER	Pacific Handy Cutter, Inc.
7/26/88	73699515	1497456	US	PROPREP	Pacific Handy Cutter, Inc.
8/14/79	73167585	1123920	US	QUICK TRASH	Pacific Handy Cutter, Inc.
7/12/94	74332371	1845033	US	SPECTRUM	Pacific Handy Cutter, Inc.
9/6/94	74383000	1852814	US	SPECTRUM S	Pacific Handy Cutter, Inc.
7/6/99	75450244	2259157	US	DURATIP	Pacific Handy Cutter, Inc.

10/19/99	75454308	2287341	US	SNAPPY HOOKER	Pacific Handy Cutter, Inc.
5/23/00	75347056	2352320	US	SPECTRUM TOOLS	Pacific Handy Cutter, Inc.
1/1/02	75517483	2525478	US	SLIP CLIP	Pacific Handy Cutter, Inc.
2/19/02	75801502	2541211	US	PHC SAFETY COIN ROLL CUTTER	Pacific Handy Cutter, Inc.
2/15/05	76509112	2926701	US	SUPERLITE	Pacific Handy Cutter, Inc.
	76628616		US	HANDYMAN	Pacific Handy Cutter, Inc.
	76642624		US	PIN BANK	Pacific Handy Cutter, Inc.
	76664896		US	S6	Pacific Handy Cutter, Inc.