

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409899

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Antares Capital LP, as Administrative Agent		12/20/2016	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IPS Corporation		
<b>Street Address:</b>	455 W. Victoria Street		
<b>City:</b>	Compton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90220		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3232186	10N1	
<b>Registration Number:</b>	2797626	3N1	
<b>Registration Number:</b>	2876621	724	
<b>Registration Number:</b>	2657390		
<b>Registration Number:</b>	3235680	GUY GRAY	
<b>Registration Number:</b>	2581432	GUY GRAY MANUFACTURING COMPANY, INC.	
<b>Registration Number:</b>	2648880	IPS	
<b>Registration Number:</b>	2828595	TEST-TITE	
<b>Registration Number:</b>	3257489	THE ORIGINAL GUY GRAY WASHING MACHINE SU	
<b>Registration Number:</b>	1714837	IPS WELD ON	
<b>Registration Number:</b>	1937647	IPS WELD-ON HOT 'R COLD	
<b>Registration Number:</b>	1966052	IPS WELD-ON POOL 'R SPA	
<b>Registration Number:</b>	3836886	WELD-ON	
<b>Registration Number:</b>	1719732	WELD ON	
<b>Registration Number:</b>	3931173		
<b>Registration Number:</b>	3928489	TURF 'N AG	
<b>Registration Number:</b>	3928491	WET 'N FAST	
<b>Registration Number:</b>	1843990	WET 'R DRY	
<b>Registration Number:</b>	3009296	PUSH N' REPAIR	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3180453	SINGLE SHOT
Registration Number:	3004966	TECHNO FLANGE
Registration Number:	2973955	TWIST 'N SEAL
Registration Number:	2826524	X-PACK
Registration Number:	4490560	AB&A
Registration Number:	4565735	SUPERSWAB
Serial Number:	86248785	WELD-ON

**CORRESPONDENCE DATA**

Fax Number: 3129021061

*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: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-95
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	12/22/2016

**Total Attachments: 4**

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## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 20, 2016, by ANTARES CAPITAL LP acting in its capacity as successor to General Electric Capital Corporation (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

### WITNESSETH:

WHEREAS, IPS Corporation (“Grantor”) and Agent were parties to that certain Trademark Security Agreement dated as of February 6, 2015 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Agent in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 9, 2015, at Reel 5456, Frame 0011;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby terminates, cancels, releases and discharges its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

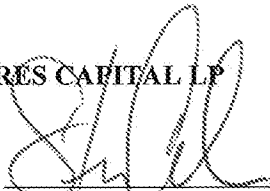
2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. This Trademark Release and Reassignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By:   
Name: Steven Carboni  
Title: Duly Authorized Signatory

**SCHEDULE 1**

1. REGISTERED TRADEMARKS

<b>Jurisdiction</b>	<b>Mark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Owner</b>
United States	10N1	24-Apr-2007	3232186	IPS Corporation
United States	3N1	23-Dec-2003	2797626	IPS Corporation
United States	724	24-Aug-2004	2876621	IPS Corporation
United States	Design Only	3-Dec-2002	2657390	IPS Corporation
United States	GUY GRAY (stylized)	1-May-2007	3235680	IPS Corporation
United States	GUY GRAY MANUFACTURING CO INC.	18-Jun-2002	2581432	IPS Corporation
United States	IPS	12-Nov-2002	2648880	IPS Corporation
United States	TEST-TITE	30-Mar-2004	2828595	IPS Corporation
United States	THE ORIGINAL GUY GRAY WASHING MACHINE SUPPLY & DRAIN	3-Jul-2007	3257489	IPS Corporation
United States	IPS WELD ON	15-Sep-1992	1714837	IPS Corporation
United States	IPS WELD-ON HOT 'R COLD	28-Nov-1995	1937647	IPS Corporation
United States	IPS WELD-ON POOL 'R SPA	9-Apr-1996	1966052	IPS Corporation
United States	WELD-ON	24-Aug-2010	3836886	IPS Corporation
United States	WELD ON	29-Sep-1992	1719732	IPS Corporation
United States	Design Only	15-Mar-2011	3931173	IPS Corporation
United States	TURF 'N AG	8-Mar-2011	3928489	IPS Corporation
United States	WET 'N FAST	8-Mar-2011	3928491	IPS Corporation
United States	WET 'R DRY	12-Jul-1994	1843990	IPS Corporation
United States	PUSH N'REPAIR	25-Oct-2005	3009296	IPS Corporation
United States	SINGLE SHOT	5-Dec-2006	3180453	IPS Corporation
United States	TECHNO FLANGE	4-Oct-2005	3004966	IPS Corporation
United States	TWIST 'N SEAL	19-Jul-2005	2973955	IPS Corporation
United States	X-PACK	23-Mar-2004	2826524	IPS Corporation
United States of America	AB&A	3/4/14	4490560	IPS Corporation
United States of America	SUPERSWAB	7/8/14	4565735	IPS Corporation

2. TRADEMARK APPLICATIONS

Jurisdiction	Mark	Reg. Date	Reg. No.	Owner
United States of America	WELD-ON	filed 4/10/14	App. 86248785	IPS Corporation

3. IP LICENSES

None.