# CH \$315.00 500453

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM443368

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		08/03/2017	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Southern Imperial, Inc.
Street Address:	1400 Eddy Avenue
City:	Rockford
State/Country:	ILLINOIS
Postal Code:	61103
Entity Type:	Corporation: ILLINOIS

### **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	5004530	SI
Registration Number:	4327675	SUNBELT PLASTIC EXTRUSIONS
Registration Number:	4463265	NEXT
Registration Number:	3601528	SPLASH ROLLZ
Registration Number:	3600752	SIMPLE SOLUTIONS FOR HANGING & HOLDING
Registration Number:	4152079	SOUTHERN IMPERIAL
Registration Number:	3190482	MAGNECORP
Registration Number:	2211476	LABEL - RELEASE
Registration Number:	1363419	FASTRACK
Registration Number:	1259810	FASTWIST
Registration Number:	1245241	MAGNACLAMP
Registration Number:	0936934	FASTBACK

# **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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:** 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

TRADEMARK

900421338 REEL: 006154 FRAME: 0268

Address Line 1: 300 N. LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	12848-4-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	09/15/2017

# **Total Attachments: 7**

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# RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST dated as of August 3, 2017 (this "Release") is made and granted by JPMorgan Chase Bank, N.A. (the "Lender") in favor of Southern Imperial, Inc., an Illinois corporation (the "Grantor").

WHEREAS, reference is made to that certain Credit Agreement dated as of July 6, 2015 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement) among Grantor, the other Loan Parties party thereto and Lender;

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of July 6, 2015 (as amended, restated, supplemented or modified from time to time, the "Security Agreement") among Grantor, the other grantors party thereto and Lender, for and on behalf of the Secured Parties, Grantor has granted to Lender a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement referenced below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

WHEREAS, pursuant to the Trademark Security Agreement, dated as of July 6, 2015, between Grantor and Lender (the "Trademark Security Agreement"), which was recorded in the records of the United States Patent and Trademark Office on July 10, 2015, at reel 5573, frame 0643, the Grantor granted to the Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

- (a) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application listed on <u>Schedule 1</u> hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (b) each License (as defined in the Security Agreement) to which Grantor is a party with respect to any Trademarks; and
- (c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark listed on Schedule 1 hereto, or licensed by Grantor under any License with respect to any Trademark, or (ii) injury to the goodwill associated with the foregoing; and

WHEREAS, the Grantor has requested and the Lender has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lender does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate all of its liens and security interests in the Trademark Collateral, (b) release its security interests in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in, to and under the security interests granted to the Lender in the Trademark Collateral.

This Release may be executed in counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts taken together shall constitute but one and the same instrument.

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JPMorgan Chase Bank, N.A., as the Lender

Name: Lindsay Griffard

Title: Authorized Officer

Signature Page to Trademark Release

# SCHEDULE 1

# TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
NEXT & Design (No design listed)	Mexico	1259857 03/21/2012		Southern Imperial, Inc.
NEXT & Design	Brazil	840082436 04/05/2012	_	Southern Imperial, Inc.
SOUTHERN IMPERIAL	Brazil	840082495 04/05/2012	_	Southern Imperial, Inc.
SI & Design	Canada	1751108 10/19/2015	_	Southern Imperial, Inc.
NEXT & Design	Australia	1480940 03/19/2012	1480940 03/19/2012	Southern Imperial, Inc.
SOUTHERN IMPERIAL	Australia	1208613 11/05/2007	1208613 11/05/2007	Southern Imperial, Inc.
SOUTHERN IMPERIAL	Brazil	840082452 04/05/2012	840082452 03/31/2015	Southern Imperial, Inc.
NEXT & Design	Canada	1569505 03/20/2012	TMA892408 12/16/2014	Southern Imperial, Inc.
SOUTHERN IMPERIAL	Canada	1468416 02/04/2010	TMA839519 01/08/2013	Southern Imperial, Inc.
NEXT & Design	China	10745175 04/10/2012	10745175 04/07/2015	Southern Imperial,Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
[ <b>NEXT</b> ]				
SOUTHERN IMPERIAL	China	10745176 04/10/2012	10745176 07/28/2013	Southern Imperial,Inc.
SOUTHERN IMPERIAL	China	10745177 04/10/2012	10745177 07/28/2013	Southern Imperial,Inc.
SOUTHERN IMPERIAL	China	10745178 04/10/2012	107 <b>4</b> 5178 07/28/2013	Southern Imperial,Inc.
SOUTHERN IMPERIAL	European Union	10753994 03/23/2012	10753994 08/21/2012	Southern Imperial, Inc.
NEXT & Design	European Union	10753622 03/23/2012	10753622 07/26/2015	Southern Imperial, Inc.
SOUTHERN IMPERIAL	Japan	2012-024814 03/30/2012	5538234 11/22/2012	Southern Imperial, Inc.
Design Only	Mexico	1670506 10/20/2015	1619667 03/07/2016	Southern Imperial, Inc.
SI & Design	Mexico	1670505 10/20/2015	1619794 03/07/2016	Southern Imperial, Inc.
Design Only	Mexico	1670507 10/20/2015	1682707 10/12/2016	Southern Imperial, Inc.
NEXT MERCHANDISING SYSTEM	Mexico	1454837 02/06/2014	1503566 12/15/2014	Southern Imperial, Inc.
SOUTHERN IMPERIAL	Mexico	1261447	1375831	Southern Imperial,

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
		03/27/2012	06/18/2013	Inc.
SOUTHERN IMPERIAL	Mexico	1261449 03/27/2012	1392696 08/26/2013	Southern Imperial, Inc.
SOUTHERN IMPERIAL	Mexico	1261448 03/27/2012	1307914 08/29/2012	Southern Imperial, Inc.
SI & Design	U.S.	86611425 04/27/2015	5004530 07/19/2016	Southern Imperial, Inc.
SUNBELT PLASTIC EXTRUSIONS	U.S.	85708050 08/20/2012	4327675 04/30/2013	Southern Imperial, Inc.
NEXT & Design	U.S.	85551842 02/24/2012	4463265 01/07/2014	Southern Imperial, Inc.
SPLASH ROLLZ	U.S.	77502688 06/19/2008	3601528 04/07/2009	Southern Imperial, Inc.
SIMPLE SOLUTIONS FOR HANGING & HOLDING	U.S.	76690547 06/13/2008	3600752 04/07/2009	Southern Imperial, Inc.
SOUTHERN IMPERIAL	U.S.	77320099 11/02/2007	4152079 06/05/2012	Southern Imperial, Inc.
MAGNECORP	U.S.	76617794 10/22/2004	3190482 01/02/2007	Southern Imperial, Inc.
LABEL - RELEASE (Stylized)  Label • Release	U.S.	75123752 06/21/1996	2211476 12/15/1998	Southern Imperial, Inc.
FASTRACK	U.S.	73528252 03/22/1985	1363 <b>4</b> 19 10/01/1985	Southern Imperial, Inc.
FASTWIST	U.S.	73389639 09/27/1982	1259810 12/06/1983	Southern Imperial, Inc.
MAGNA CLAMP & Design  Magna  Clamp	U.S.	732 <b>4</b> 3963 12/26/1979	1245241 07/12/1983	Southern Imperial, Inc.

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Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
FASTBACK	U.S.	72397611 07/16/1971	0936934 07/04/1972	Southern Imperial, Inc.

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**RECORDED: 09/15/2017**