

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM462384

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KPS CAPITAL FINANCE MANAGEMENT, LLC		02/12/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PALADIN BRANDS GROUP, INC.
Street Address:	2211 YORK ROAD, SUITE 230
Internal Address:	C/O INTERNATIONAL EQUIPMENT SOLUTIONS, LLC
City:	OAK BROOK
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
Registration Number:	3313577	
Registration Number:	4043121	APEX
Registration Number:	3009452	AUTOLIMIT
Registration Number:	2236245	AUTORAKE
Registration Number:	3269395	B
Registration Number:	3269396	B
Registration Number:	2901922	BADGER ATTACHMENTS
Registration Number:	1004477	BRADCO
Registration Number:	3313575	BRADCO
Serial Number:	85950225	BRADCO
Serial Number:	85944656	BRADCO BY PALADIN
Registration Number:	3313576	CP
Serial Number:	85945343	CP BY PALADIN
Registration Number:	3229801	CUSTOMWORKS
Serial Number:	85946017	CUSTOMWORKS BY PALADIN
Registration Number:	3368635	CYCLONE
Registration Number:	3184682	
Registration Number:	2901743	EXTREME DUTY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3549598	F
Registration Number:	3549599	FFC
Registration Number:	1670976	FFC
Serial Number:	85946014	FFC BY PALADIN
Registration Number:	3172330	G
Registration Number:	3169833	GENESIS
Registration Number:	2484805	GENESIS
Registration Number:	4265829	GROUND SHARK
Registration Number:	3622151	H
Serial Number:	85931735	HARLEY
Serial Number:	85931739	HARLEY BY PALADIN
Registration Number:	3269400	J
Registration Number:	3188085	J JRB PALADIN HEAVY CONSTRUCTION
Registration Number:	3065758	JEWELL
Registration Number:	3190013	JRB
Registration Number:	1493878	JRB
Serial Number:	85947534	JRB BY PALADIN
Serial Number:	77936382	LINCLOC
Registration Number:	3231013	LXP
Registration Number:	3231447	LXP
Registration Number:	3230960	M
Registration Number:	3102727	MAGNUM
Registration Number:	3050722	MCMILLEN
Serial Number:	85947536	MCMILLEN BY PALADIN
Serial Number:	85931797	
Serial Number:	85614926	PALADIN POWERFUL ATTACHMENT TOOLS
Serial Number:	85931741	PALADIN POWERFUL ATTACHMENT TOOLS
Registration Number:	1844109	POWER BOX RAKE
Registration Number:	1951936	PREPARATOR
Registration Number:	3213238	QUICK HITCH
Registration Number:	4000056	QUICKSHIP
Registration Number:	3543528	S
Registration Number:	4113021	SHEAR JAW ARMOR
Registration Number:	3074297	SIGNATURE SERIES
Registration Number:	1794689	SLIDE-LOC
Registration Number:	2763589	SMART-LOC
Registration Number:	1450367	SWEEPSTER
Serial Number:	85947538	SWEEPSTER BY PALADIN

Property Type	Number	Word Mark
Registration Number:	2530014	THE MAJOR
Serial Number:	85069783	THE POWER OF COMBINED EXCELLENCE
Registration Number:	3919190	TILT ATTACH
Registration Number:	3628284	VERSALOC
Registration Number:	2635471	VOLUMIZER
Registration Number:	4337853	VOLUMIZER
Serial Number:	87424420	PULSE TECHNOLOGY
Serial Number:	87094611	VERSIGRAB
Registration Number:	4598255	PALADIN
Registration Number:	4577675	NEXUS
Registration Number:	4611153	POWERFILL
Registration Number:	5042893	STRIKE FORCE
Registration Number:	4629954	TRIAD
Registration Number:	4756662	
Registration Number:	5172142	TWINDRIVE

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: mcastle@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Matthew Castle

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	21096-007
NAME OF SUBMITTER:	Matthew Castle
SIGNATURE:	/Matthew Castle/
DATE SIGNED:	02/15/2018

Total Attachments: 5

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of February 12, 2018 is made by KPS CAPITAL FINANCE MANAGEMENT, LLC, in its capacity as Collateral Agent (referred to herein as the “Agent”), in favor of PALADIN BRANDS GROUP, INC., a Delaware corporation (the “Company”), pursuant to that certain Second Lien Pledge and Security Agreement, dated as of August 16, 2013 (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.

W I T N E S S E T H:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered to the Collateral Agent the following: (i) a Grant of Security Interest in Trademarks dated as of August 16, 2013 in favor of the Agent, and (ii) a Grant of Security Interest in Trademarks dated as of September 26, 2017 in favor of the Agent (the “Trademark Security Agreements”);

WHEREAS, pursuant to the Trademark Security Agreements, the Company pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of their intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the “Released Trademarks”);

WHEREAS, the Agent recorded its security interests in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on August 28, 2013, at Reel/Frame No. 5098/0554, and on September 27, 2017 at Reel/Frame No. 6162/0982; 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. Definitions. 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 Credit Agreement and Security Agreements, 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 Agreements).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company’s right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreements.

SECTION 4. Further Assurances. 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. Choice of Law. 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. Counterparts. 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.]

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

KPS CAPITAL FINANCE MANAGEMENT, LLC,
as Collateral Agent, as Grantee

By: _____
Name:
Title:

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by several loops and a long horizontal stroke extending to the right.

[Signature Page – Notice of Release of Security Interest in Trademark Rights in Favor of Paladin Brands Group, Inc.]

TRADEMARK
REEL: 006273 FRAME: 0444

SCHEDULE A

U.S. Trademark Applications and Registrations

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
((Design (CP)	78/574375	2/24/2005	3,313,577	10/16/2007
APEX	85/105,768	8/12/2010	4,043,121	10/18/2011
AUTOLIMIT	78/318799	10/27/2003	3,009,452	10/25/2005
AUTORAKE	75/272351	4/10/1997	2,236,245	3/30/1999
B Design (Badger)	78/574312	2/24/2005	3,269,395	7/24/2007
B Design (Bradco)	78/574334	2/24/2005	3,269,396	7/24/2007
BADGER ATTACHMENTS	76/147839	10/16/2000	2,901,922	11/9/2004
BRADCO	72/456847	5/8/1973	1,004,477	2/11/1975
BRADCO	78/574325	2/24/2005	3,313,575	10/16/2007
BRADCO	85/950,225	6/4/2013		
BRADCO BY PALADIN logo	85/944,656	5/29/2013		
CP	78/574350	2/24/2005	3,313,576	10/16/2007
CP BY PALADIN logo	85/945,343	5/29/2013		
CUSTOMWORKS	78/910298	6/16/2006	3,229,801	4/17/2007
CUSTOMWORKS BY PALADIN logo	85/946,017	5/30/2013		
CYCLONE	77/174563	5/7/2007	3,368,635	1/15/2008
Diamond Design (Jewell)	78/574450	2/24/2005	3,184,682	12/12/2006
EXTREME DUTY	78/310240	10/7/2003	2,901,743	11/9/2004
F Design (FFC)	77/461137	4/29/2008	3549598	12/23/2008
FFC	77/461143	4/29/2008	3549599	12/23/2008
FFC & Design	74/152338	3/29/1991	1,670,976	1/7/1992
FFC BY PALADIN logo	85/946,014	5/30/2013		
G Design (Genesis)	78/574414	2/24/2005	3,172,330	11/14/2006
GENESIS	78/574408	2/24/2005	3,169,833	11/7/2006
GENESIS & Design	76/023073	4/11/2000	2,484,805	9/4/2001
GROUND SHARK	85/583,821	3/29/2012	4,265,829	12/25/2012
H	77/546,313	8/13/2008	3,622,151	5/19/2009
H Design (Harley)	77/546313	8/13/2008	3622151	5/19/2009
HARLEY	85/931,735	5/14/2013		
HARLEY BY PALADIN logo	85/931,739	5/14/2013		
J Design (JRB)	78/574506	2/24/2005	3,269,400	7/24/2007
J JRB PALADIN HEAVY CONSTRUCTION	78/574514	2/24/2005	3,188,085	12/19/2006
JEWELL	78/574430	2/24/2005	3,065,758	3/7/2006
JRB	78/574480	2/24/2005	3,190,013	12/26/2006
JRB & Design	73/677129	8/7/1987	1,493,878	6/28/1988
JRB BY PALADIN logo	85/947,534	5/31/2013		
LINCLOC	77/936,382	2/16/2010		
LXP	78/592446	3/22/2005	3,231,013	4/17/2007
LXP & Design	78/706299	9/2/2005	3,231,447	4/17/2007
M Design (McMillen)	78/574526	2/24/2005	3,230,960	4/17/2007
MAGNUM	76/621164	11/18/2004	3,102,727	6/13/2006
MCMILLEN	78/556714	1/31/2005	3,050,722	1/24/2006
MCMILLEN BY PALADIN logo	85/947,536	5/31/2013		

PALADIN	85/931,797	5/14/2013		
PALADIN POWERFUL ATTACHMENT TOOLS & design	85/614,926	5/2/2012		
PALADIN POWERFUL ATTACHMENT TOOLS logo	85/931,741	5/14/2013		
POWER BOX RAKE	74/384946	4/26/1993	1,844,109	7/12/1994
PREPARATOR & Design	74536536	6/13/1994	1951936	1/23/1996
QUICK HITCH	78/877,483	5/5/2006	3,213,238	2/27/2007
QUICKSHIP	85/273,347	3/22/2011	4,000,056	7/19/2011
S Design (Sweepster)	77/461135	4/29/2008	3543528	12/9/2008
SHEAR JAW ARMOR	85/258,386	3/4/2011	4,113,021	3/13/2012
SIGNATURE SERIES	78/283492	8/5/2003	3,074,297	3/28/2006
SLIDE-LOC	74/355787	2/5/1993	1,794,689	9/28/1993
SMART-LOC	76/400026	4/23/2002	2,763,589	9/16/2003
SWEEPSTER	73/576110	1/3/1986	1,450,367	8/4/1987
SWEEPSTER BY PALADIN logo	85/947,538	5/31/2013		
THE MAJOR	78/067,956	6/7/2001	2,530,014	1/15/2002
THE POWER OF COMBINED EXCELLENCE	85/069,783	6/23/2010		
TILT ATTACH	85/019,235	4/21/2010	3,919,190	2/15/2011
VERSALOC	77/417732	3/10/2008	3,628,284	5/26/2009
VOLUMIZER	78/097677	2/11/2001	2,635,471	10/15/2002
VOLUMIZER	85/712,465	8/24/2012	4,337,853	5/21/2013
PULSE TECHNOLOGY	87/424,420	04/25/2017		
VERSIGRAB	87/094,611	07/06/2016		
PALADIN	85/931,737	05/14/2013	4,598,255	09/02/2014
NEXUS	86/119,991	11/15/2013	4577675	07/29/2014
POWERFILL	86/056,723	09/05/2013	4,611,153	09/23/2014
STRIKE FORCE	86/827,018	11/20/2015	5,042,893	09/13/2016
TRIAD	86/174,610	01/24/2014	4,629,954	10/28/2014
(shield design) 	86/057,084	09/05/2013	4,756,662	06/16/2015
TWINDRIVE	86/645,478	05/29/2015	5,172,142	03/28/2017