

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562601

| | | | |
|--|---|-----------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BARCLAYS BANK PLC, as collateral agent | | 02/18/2020 | Public Limited Company: ENGLAND |
| RECEIVING PARTY DATA | | | |
| Name: | ACPRODUCTS, INC. | | |
| Street Address: | 3551 Plano Parkway | | |
| City: | The Colony | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75056 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | ACPRODUCTS PARENT, INC. | | |
| Street Address: | 450 Lexington Avenue, 40th Floor | | |
| Internal Address: | c/o AIP V | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | SMART, LLC | | |
| Street Address: | 70680 County Road 23 | | |
| City: | New Paris | | |
| State/Country: | INDIANA | | |
| Postal Code: | 46553 | | |
| Entity Type: | Limited Liability Company: INDIANA | | |
| Name: | ACPI WOOD PRODUCTS, LLC (f/k/a ELKAY WOOD PRODUCTS COMPANY) | | |
| Street Address: | 10501 10th Street | | |
| City: | Waconia | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55387 | | |
| Entity Type: | Limited Liability Company: PENNSYLVANIA | | |
| Name: | MASTER WOODCRAFT CABINETRY, L.L.C. | | |
| Street Address: | 232 North Marshall Industrial Avenue | | |

TRADEMARK

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|----------------|----------------------------------|
| City: | Marshall |
| State/Country: | TEXAS |
| Postal Code: | 75670 |
| Entity Type: | Limited Liability Company: TEXAS |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------|
| Registration Number: | 4731472 | ADVANTA |
| Registration Number: | 4743029 | ADVANTA CABINETS |
| Registration Number: | 4743028 | ADVANTA CABINETS |
| Registration Number: | 5261555 | STUDIO FULL ACCESS |
| Registration Number: | 1567967 | CUSHION TEC |
| Registration Number: | 4744678 | ACPI |
| Registration Number: | 4860341 | ECHELON CABINERY |
| Registration Number: | 5498775 | SERENADE |
| Registration Number: | 4241158 | SMART C A B I N E T R Y |
| Registration Number: | 3830129 | SMART CABINERY |
| Registration Number: | 4221695 | |
| Registration Number: | 3759122 | MASTER WOODCRAFT CABINERY LLC |
| Registration Number: | 3759123 | MASTER WOODCRAFT CABINERY LLC |
| Registration Number: | 3678045 | AMERICAN CABINERY COLLECTION |
| Registration Number: | 2978411 | DESIGNCRAFT |
| Registration Number: | 3975900 | INNERMOST |
| Registration Number: | 3959895 | INNERMOST |
| Registration Number: | 1169329 | MASTERCRAFT |
| Registration Number: | 3497208 | MASTERCRAFT CABINETS |
| Registration Number: | 1964983 | MEDALLION |
| Registration Number: | 4113106 | |
| Registration Number: | 2337353 | SCHULER |
| Registration Number: | 1171289 | YORKTOWNE |
| Serial Number: | 87641056 | MASTERCRAFT CABINETS |

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

TRADEMARK

REEL: 006866 FRAME: 0394

| | |
|---|------------------------|
| Address Line 4: | Washington, D.C. 20006 |
| ATTORNEY DOCKET NUMBER: | 28804.00008 |
| NAME OF SUBMITTER: | Javier J. Ramos |
| SIGNATURE: | /Javier J. Ramos/ |
| DATE SIGNED: | 02/18/2020 |
| Total Attachments: 8 source=Project Wolverine - Omnibus IP Release [Executed]#page1.tif source=Project Wolverine - Omnibus IP Release [Executed]#page2.tif source=Project Wolverine - Omnibus IP Release [Executed]#page3.tif source=Project Wolverine - Omnibus IP Release [Executed]#page4.tif source=Project Wolverine - Omnibus IP Release [Executed]#page5.tif source=Project Wolverine - Omnibus IP Release [Executed]#page6.tif source=Project Wolverine - Omnibus IP Release [Executed]#page7.tif source=Project Wolverine - Omnibus IP Release [Executed]#page8.tif | |

OMNIBUS INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This OMNIBUS INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this “**Release**”) dated February 18, 2020, is made in favor of ACPRODUCTS, INC., a Delaware corporation (the “**Borrower**”), ACProducts Parent, a Delaware corporation (“**Holdings**”), SMART, LLC, an Indiana limited liability company, ACPI WOOD PRODUCTS, LLC (f/k/a ELKAY WOOD PRODUCTS COMPANY), a Pennsylvania limited liability company, MASTER WOODCRAFT CABINETRY, L.L.C., a Texas limited liability company, the lenders from time to time party thereto (the “**Lenders**”) and BARCLAYS BANK PLC, as administrative agent and collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties. All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Security Agreements (as defined below) or the Intellectual Property Security Agreements (as defined below), as applicable;

WHEREAS, the Borrowers, Holdings, the Lenders party thereto and the Collateral Agent entered into that certain ABL Credit Agreement entered into as of February 15, 2019 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**ABL Credit Agreement**”), that certain First Lien Credit Agreement entered into as of February 15, 2019 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**First Lien Credit Agreement**”) and that certain Second Lien Credit Agreement entered into as of February 15, 2019 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Second Lien Credit Agreement**,” together with the ABL Credit Agreement and First Lien Credit Agreement, the “**Credit Agreements**”);

WHEREAS, in connection with the Credit Agreements, the Borrowers, Holdings, the Grantors from time to time party thereto and the Collateral Agent entered into that certain ABL Security Agreement, dated as of February 15, 2019 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**ABL Security Agreement**”), that certain First Lien Security Agreement, dated as of February 15, 2019 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**First Lien Security Agreement**”) and that certain Second Lien Security Agreement, dated as of February 15, 2019 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Second Lien Security Agreement**,” together with the ABL Security Agreement and the First Lien Security Agreement, the “**Security Agreements**”);

WHEREAS, under the terms of the Security Agreement, each Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to certain intellectual property of the Grantors, and the Grantors and the Collateral Agent executed and delivered the (i) ABL Intellectual Property Security Agreement, dated as of February 15, 2019, among Borrower, Holdings, the Grantors from time to time party thereto and the Collateral Agent, which was filed and recorded on February 25, 2019 with the United States Patent and Trademark Office at Reel/Frame 6571 / 0942, (ii) First Lien Intellectual Property Security Agreement, dated as of February 15, 2019, among Borrower, Holdings, the Grantors from time to time party thereto and the Collateral Agent, which was filed and recorded on February 25, 2019 with the United States Patent and Trademark Office at Reel/Frame 6571 / 0964 and (iii) Second Lien Intellectual Property Security Agreement, dated as of February 15, 2019, among Borrower, Holdings, the Grantors from time to time party thereto and the Collateral Agent, which was filed and recorded

on February 25, 2019 with the United States Patent and Trademark Office at Reel/Frame 6571 / 0953 (each, as amended and restated, supplemented or otherwise modified from time to time and, collectively, the “**Intellectual Property Security Agreements**”) in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Collateral Agent now desires to release its security interest in and to the Collateral (including, but not limited to the Intellectual Property provided in Schedule A hereto) in accordance with the Security Agreements and the Intellectual Property Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and the Grantors hereby agree as follows:

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases to the Grantors its entire right, title and interest in, and reassigns to the Grantors, without representation or warranty of any kind, any and all right, title and interest in and to the Collateral, including the Intellectual Property listed on Schedule A granted to it pursuant to the Security Agreements and Intellectual Property Security Agreements.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the applicable officials of the United States Patent and Trademark Office record this Release.

SECTION 3. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Release and the rights and obligations of the parties hereunder (including, without limitation, any claims sounding in contract law or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest) shall be governed by, and shall be construed and enforced in accordance with, the laws of the state of New York without regard to conflict of laws principles thereof that would result in the application of any law other than the law of the state of New York.

SECTION 5. Severability. If any provision of this Release is held to be invalid, illegal, or unenforceable, the legality, validity and enforceability of the remaining provisions of this Release shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions

SECTION 6. Waiver of Right to Jury Trial; Submission to Venue. Section 10.17 and Section 10.15(b) of the Credit Agreements, together with the related definitions, are hereby incorporated herein by reference, as if set forth herein in full, mutatis mutandis.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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 first above written.

BARCLAYS BANK PLC,
as Collateral Agent

By:  _____

Name: **Komal Ramkirath**
Title: **Assistant Vice President**

Agreed to as of the date
first written above:

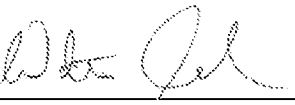
ACPRODUCTS, INC.

By: 
Name: Walter Cisowski
Title: Chief Financial Officer

ACPRODUCTS PARENT, INC.

By: 
Name: Walter Cisowski
Title: Chief Financial Officer

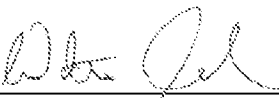
SMART, LLC

By: 
Name: Walter Cisowski
Title: Vice President

MASTER WOODCRAFT CABINETRY, L.L.C.

By: _____
Name: Mark Trexler
Title: President and CEO

ACPI WOOD PRODUCTS, LLC

By: 
Name: Walter Cisowski
Title: Treasurer and Secretary

Agreed to as of the date
first written above:

ACPRODUCTS, INC.

By: _____
Name: Walter Cisowski
Title: Chief Financial Officer

ACPRODUCTS PARENT, INC.

By: _____
Name: Walter Cisowski
Title: Chief Financial Officer

SMART, LLC

By: _____
Name: Walter Cisowski
Title: Vice President

MASTER WOODCRAFT CABINETRY, L.L.C.

By: Mark A. Trexler
Name: Mark Trexler
Title: President and CEO




ACPI WOOD PRODUCTS, LLC

By: _____
Name: Walter Cisowski
Title: Treasurer and Secretary

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Security Interests at Reel/Frame Nos. 6571/0942, 6571/0953 and 6571/0964

| <u>Company</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|---|-------------------------|--------------------------|
| ACProducts, Inc. | ADVANTA | 4731472 | 05/05/15 |
| ACProducts, Inc. |  | 4743029 | 05/26/15 |
| ACProducts, Inc. | ADVANTA CABINETS | 4743028 | 05/26/15 |
| ACProducts, Inc. | STUDIO FULL ACCESS | 5261555 | 08/08/17 |
| ACProducts, Inc. | CUSHION TEC | 1567967 | 11/28/89 |
| ACProducts, Inc. | ACPI | 4744678 | 05/26/15 |
| ACProducts, Inc. | ECHELON CABINetry | 4860341 | 11/24/15 |
| ACProducts, Inc. | SERENADE | 5498775 | 06/19/18 |
| Smart, LLC |  | 4241158 | 11/13/12 |
| Smart, LLC | SMART CABINetry | 3830129 | 08/10/10 |
| Smart, LLC |  | 4221695 | 10/09/12 |

| <u>Company</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------------------------------|---|-------------------------|--------------------------|
| Master WoodCraft Cabinetry, L.L.C. |  | 3759122 | 03/09/10 |
| Master WoodCraft Cabinetry, L.L.C. |  | 3759123 | 03/09/10 |
| Elkay Wood Products Company | AMERICAN CABINETY COLLECTION | 3678045 | 09/01/09 |
| Elkay Wood Products Company | DESIGNCRAFT | 2978411 | 07/26/05 |
| Elkay Wood Products Company | INNERMOST | 3975900 | 07/07/11 |
| Elkay Wood Products Company | InnerMost | 3959895 | 05/10/11 |
| Elkay Wood Products Company | MASTERCRAFT | 1169329 | 09/15/81 |
| Elkay Wood Products Company |  | 3497208 | 09/02/08 |
| Elkay Wood Products Company | MEDALLION | 1964983 | 04/02/96 |
| Elkay Wood Products Company |  | 4113106 | 03/13/12 |
| Elkay Wood Products Company | SCHULER | 2337353 | 04/04/00 |
| Elkay Wood Products Company | YORKTOWNE | 1171289 | 09/29/81 |
| Elkay Wood Products Company |  | 87641056 | 10/11/17 |