

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622164

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks at R/F 5804/0312
RESUBMIT DOCUMENT ID:	900585356

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Collateral Agent		12/14/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Potters Industries, LLC
Street Address:	2711 Centerville Road
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	0815582	BALLOTINI
Registration Number:	4399426	BALLOTINI BLASTER BEADS
Registration Number:	1312905	CONDUCT-O-FIL
Registration Number:	3038525	GLASS FILL
Registration Number:	4270807	GLASS FILL
Registration Number:	0696211	GLAS-SHOT
Registration Number:	0802502	GLAS-SHOT
Registration Number:	1769201	LASERLUX
Registration Number:	1946933	LUXSIL
Registration Number:	4542244	MEDISPHERE
Registration Number:	0921789	MICROBEADS
Registration Number:	0921573	MICROBEADS
Registration Number:	0950699	MICROBEADS
Registration Number:	4211651	ONG
Registration Number:	4422357	POTTERS
Registration Number:	0929404	Q-CEL
Registration Number:	3320926	SPEEDBEADER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1645687	SPHERICEL
Registration Number:	1177309	SPHERIGLASS
Registration Number:	3726079	ULTRA 1.9
Registration Number:	3814033	ULTRA GUARD
Registration Number:	1502914	VISIBEAD
Registration Number:	4358138	VISIBRIGHT
Registration Number:	1903374	VISIGUN
Registration Number:	3884188	VISILOK
Registration Number:	3773478	VISIMAX
Registration Number:	4313701	VISIMAX PLUS
Registration Number:	4472102	VISISKID
Registration Number:	4882731	VISITAPE
Registration Number:	4583465	VISI-ULTRA
Registration Number:	3952217	Z-CEL
Serial Number:	86136334	VISI-ULTRA

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049133-0144
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	01/25/2021

Total Attachments: 4

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is made as of December 14, 2020, by Citibank, N.A., as collateral agent (the “**Collateral Agent**”), in favor of Potters Industries, LLC, (the “**PI LLC**”). Capitalized terms used but not defined herein have the meanings specified (including by reference) in the Trademark Security Agreement (as defined below).

WHEREAS, the PI LLC, certain other Loan Parties and the Collateral Agent are party to that certain ABL Pledge and Security Agreement, dated as of May 4, 2016 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which PI LLC and certain other Grantors executed and delivered in favor of the Collateral Agent a Trademark Security Agreement, dated as of May 4, 2016, which was recorded in the United States Patent and Trademark Office on June 1, 2016 at Reel/Frame 5804/0312 (the “**Trademark Security Agreement**”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, PI LLC and the other Grantors pledged, collaterally assigned, mortgaged, transferred and granted to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “**Security Interest**”) in the Trademark Collateral;

WHEREAS, the Trademark Collateral included all of PI LLC’s right, title and interest in, to and under all of the following assets, whether then owned by or owing to, or thereafter acquired by or arising in favor of PI LLC: (i) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world (“**Trademarks**”), and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registrations and applications in the United States Patent and Trademark Office listed on Schedule I hereto; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, including, without limitation, damages, claims, and payments for past, present and future infringements and dilutions thereof; (iv) all rights to sue for past, present, and future infringements and dilutions thereof, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing; in each case to the extent the foregoing items constitute Collateral (collectively, the “**Released Trademark Collateral**”), and PI LLC has requested that the Collateral Agent now terminate and release its Security Interest in the Released Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby releases, discharges, terminates and cancels the Security Interest in the Released Trademark Collateral arising under the Security Agreement and the Trademark Security Agreement, and hereby re-transfers, re-conveys and re-assigns to PI LLC any right, title and interest it has acquired in the Released Trademark Collateral under the Trademark Security Agreement, in each case without recourse to, or representation or warranty of any kind by, the Collateral Agent. For the avoidance of doubt, except as expressly set forth above, nothing herein shall affect the Security Interest held by the Collateral Agent in the Trademark Collateral, or any other security interest granted by PI LLC or any other Grantors to the Collateral Agent.

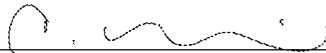
PI LLC, or any successor to PI LLC (including any person or entity hereafter having any right, title or interest in or to the Released Trademark Collateral), is hereby authorized to record this Release in the United States Patent and Trademark Office.

This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

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

CITIBANK, N.A., as Collateral Agent

By: 
Name: Christopher Marino
Title: Director & Vice President

SCHEDULE I
TRADEMARKS

RECORD OWNER	REGISTRATION NUMBER	TRADEMARK
Potters Industries, LLC	815,582	BALLOTINI
Potters Industries, LLC	4,399,426	BALLOTINI BLASTER
Potters Industries, LLC	1,312,905	CONDUCT-O-FIL
Potters Industries, LLC	3,038,525	GLASS FILL
Potters Industries, LLC	4,270,807	GLASS FILL
Potters Industries, LLC	696,211	GLAS-SHOT
Potters Industries, LLC	802,502	GLAS-SHOT
Potters Industries, LLC	1,769,201	LASERLUX
Potters Industries, LLC	1,946,933	LUXSIL
Potters Industries, LLC	4,542,244	MEDISPHERE
Potters Industries, LLC	921,789	MICROBEADS
Potters Industries, LLC	921,573	MICROBEADS
Potters Industries, LLC	950,699	MICROBEADS
Potters Industries, LLC	4,211,651	ONG
Potters Industries, LLC	4,422,357	POTTERS & Design
Potters Industries, LLC	929,404	Q-CEL
Potters Industries, LLC	3,320,926	SPEEDBEADER
Potters Industries, LLC	1,645,687	SPHERICEL
Potters Industries, LLC	1,177,309	SPHERIGLASS
Potters Industries, LLC	3,726,079	ULTRA 1.9
Potters Industries, LLC	3,814,033	ULTRA GUARD
Potters Industries, LLC	1,502,914	VISIBEAD
Potters Industries, LLC	4,358,138	VISIBRIGHT
Potters Industries, LLC	1,903,374	VISIGUN
Potters Industries, LLC	3,884,188	VISILOK
Potters Industries, LLC	3,773,478	VISIMAX*
Potters Industries, LLC	4,313,701	VISIMAX PLUS*
Potters Industries, LLC	4,472,102	VISISKID
Potters Industries, LLC	4,882,731	VISITAPE
Potters Industries, LLC	4,583,465	VISI-ULTRA
Potters Industries, LLC	3,952,217	Z-CEL

*The VISIMAX and VISIMAX PLUS marks are jointly owned by Potters Industries, LLC and Stoncor Group, Inc.

TRADEMARK APPLICATIONS

RECORD OWNER	REGISTRATION NUMBER	TRADEMARK
Potters Industries, LLC	85/831,763	CATAPHOTE
Potters Industries, LLC	86/136,334	VISI-ULTRA
Potters Industries, LLC	86/423,042	VISITHERM