# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM327488

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release of Security Agreement in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RBS Citizens, National Association		12/29/2014	National Banking Corporation:

#### **RECEIVING PARTY DATA**

Name:	Metalogix International GmbH		
Street Address:	SCHWERTSTRASSE 1		
City:	SCHAFFHAUSEN,		
State/Country:	SWITZERLAND		
Postal Code:	CH-8200		
Entity Type:	LIMITED LIABILITY COMPANY: SWITZERLAND		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1898685	NOTRIX
Registration Number:	3481601	AXCELER

### **CORRESPONDENCE DATA**

Fax Number: 2127288111

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: 212 728 8000 Email: ipdept@willkie.com

Kim Walker c/o Willkie Farr & Gallagher **Correspondent Name:** 

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	118201.00010 KAW	
NAME OF SUBMITTER:	Kim A. Walker	
SIGNATURE:	/kaw-907/	
DATE SIGNED:	12/29/2014	

#### **Total Attachments: 4**

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TRADEMARK

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# RELEASE OF SECURITY AGREEMENT IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 29th day of December, 2014, by RBS Citizens, National Association (the "Secured Party"), in favor of Metalogix International GmbH, a Switzerland limited liability company, formerly Power Tools, Inc. (the "Obligor").

#### WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of April 30, 2012, by and between the Secured Party and Obligor (the "General Security Agreement"), the Obligor granted to the Secured Party security interests in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the General Security Agreement, the Obligor executed that certain Supplemental Trademark Security Agreement, dated as of April 30, 2012 (the "<u>Trademark Security Agreement</u>"), under which the Obligor mortgaged, pledged and granted to the Secured Party a lien on, and security interest in and to, all of Obligor's right, title and interest in, to and under the Trademark Collateral (together with the security interests granted pursuant to the Loan Agreement, the "<u>Security Interests</u>"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 10, 2012 at Reel 4785/Frame 0037;

WHEREAS, the Obligor has requested that the Secured Party: (a) terminate and release all liens and interests of the Secured Party in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Secured Party's Security Interests in the Trademark Collateral, and the parties seek to make record of the Secured Party's release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. <u>Definitions</u>. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the General Security Agreement. The term "<u>Trademark Collateral</u>," as used herein, shall mean (a) all of the Obligor's right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on <u>Schedule A</u> hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such

TRADEMARK
REEL: 005431 FRAME: 0553

trademark, trademark registration and trademark application; and (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on <u>Schedule A</u> hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

- 2. <u>Release of Security Interests</u>. The Secured Party hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.
- 4. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the State of Massachusetts.

[signature page follows]

- 2 -

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RBS CITIZENS, NATIONAL ASSOCIATION

Name:

Title:

[Signature Page to Release of Security Interest in Trademarks]

# **SCHEDULE A**

# **TRADEMARKS**

Jur.	Mark	Reg. No.	Reg. Date
US	NOTRIX	1,898,685	6/13/1995
US	AXCELER	3,481,601	8/5/2008

- 4 -

TRADEMARK REEL: 005431 FRAME: 0556