# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM337929

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Regiment Capital Special Situations Fund V, L.P., as Collateral Agent		04/10/2015	LIMITED PARTNERSHIP: DELAWARE

#### RECEIVING PARTY DATA

Name:	OnCore Manufacturing LLC
Street Address:	225 CARANDO DRIVE
City:	SPRINGFIELD
State/Country:	MASSACHUSETTS
Postal Code:	01104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3990339	OC ONCORE MANUFACTURING SERVICES

## **CORRESPONDENCE DATA**

Fax Number: 2128225178

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.

2125305178 Phone:

Email: lkass@milbank.com

Milbank, Tweed, Hadley & McCloy, LLP **Correspondent Name:** 

Address Line 1: 28 Liberty Street Address Line 2: c/o Lawrence Kass

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.74100			
NAME OF SUBMITTER:	Lawrence Kass			
SIGNATURE:	/s/ Lawrence Kass			
DATE SIGNED:	04/11/2015			

## **Total Attachments: 4**

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#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 10th day of April, 2015 (the "Release Date") by Regiment Capital Special Situations Fund V, L.P., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"), for the benefit of OnCore Manufacturing LLC (the "Assignor").

WHEREAS, the Assignor has entered into that certain Pledge and Security Agreement, dated as of October 3, 2011, with the Assignee (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"),

WHEREAS, in accordance with the Security Agreement, the Assignor has entered into that certain Assignment for Security -- Trademarks, dated as of October 3, 2011with the Assignee (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Trademark Security Agreement"), pursuant to which the Assignor granted to the Assignee, for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in and to all of Assignor's right, title and interest in, to and under its trademarks including all of Assignor's right, title and interest in and to the trademark registration listed on the attached Schedule A (the "Trademark") together with, among other things, the good-will of the business symbolized by the Trademark and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, the Assignee has recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>") the Security Agreement, at Reel/Frame 4635/0476 providing notice of the Assignee's security interest in the Trademark and Collateral; and

WHEREAS, the Assignor has paid all outstanding amounts currently owing under the Security Agreement and the other financing documents executed in connection therewith and has requested that the Assignee release its security interest in the Trademarks and Collateral owned by Assignor.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee agrees as follows:

1. <u>Release of Security Interest</u>. Effective as of the Release Date, the Assignee hereby irrevocably and forever terminates, releases and discharges any and all security interests and any other rights, title and interest it has in, to and under in the Trademark and Collateral granted by the Assignor under the Security Agreement and Trademark Security Agreement.

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- 2. <u>Recordation of Release</u>. The Assignee understands and agrees that this Release may be recorded by or for the Assignor (or its assignee) with the USPTO.
- 3. <u>Further Actions</u>. At the written request of the Assignor following the termination of the Security Agreement, at Assignor's sole cost and expense, the Assignee shall execute and deliver to the Assignor (or its assignee) such documents as the Assignor shall reasonably request to evidence the termination.
- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement and/or Trademark Security Agreement, as applicable.

[Signature page follows]

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IN WITNESS WHEREOF, the Assignee has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

REGIMENT CAPITAL SPECIAL SITUATIONS FUND V, L.P,

By:

Name: Suzanne Grosso Title: Managing Director

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# **SCHEDULE A**

# The Trademark

<del></del>	Reg. Number	App. Date	Reg. Date	Country
OC ONCORE	3,990,339	9/19/2007	7/5/2011	USA
MANUFACTURING				
SERVICES [& design]				

DOC ID - 22663725.1

**RECORDED: 04/11/2015** 

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