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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM343923

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

#### **CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type                   |
|--|----------|----------------|-------------------------------|
| WACHOVIA CAPITAL<br>FINANCE CORPORATION<br>(New England) |          | 06/01/2015     | CORPORATION:<br>MASSACHUSETTS |

#### **RECEIVING PARTY DATA**

| Name:             | Merix Corporation     |
|-------------------|-----------------------|
| Street Address:   | 101 South Hanley Road |
| Internal Address: | Suite 400             |
| City:             | St. Louis             |
| State/Country:    | MISSOURI              |
| Postal Code:      | 63105                 |
| Entity Type:      | CORPORATION: OREGON   |

#### **PROPERTY NUMBERS Total: 3**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1968853 | MERIX     |
| Registration Number: | 1968854 | MERIX M   |
| Registration Number: | 1968855 | M         |

#### **CORRESPONDENCE DATA**

**Fax Number:** 6502515002

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:** (650) 251-5047

Email: ksolomon@stblaw.com
Correspondent Name: Michelle T. Morad, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

| ATTORNEY DOCKET NUMBER: | 509265/1879       |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | Michelle T. Morad |
| SIGNATURE:              | /mtm/             |
| DATE SIGNED:            | 06/08/2015        |

TRADEMARK REEL: 005548 FRAME: 0092

#### **Total Attachments: 5**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Merix Corporation, an Oregon corporation ("Debtor") granted a continuing security interest in and lien upon, and right of set off against, (a) all of Debtor's right, title and interest in and to all of Debtor's trademarks, service marks, trade names, and trade styles, and all applications, registrations and recording relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks (or the license of any Trademark), including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks (collectively, the "Trademark Collateral"), to Wells Fargo Capital Finance, LLC, a Delaware limited liability company, successor by merger to Wachovia Capital Finance Corporation (New England), a Massachusetts corporation, in its capacity as agent (in such capacity, "Secured Party") for the benefit of itself and the benefit of other certain secured parties, as set forth in the Trademark Security Agreement, dated February 16, 2010, between Debtor and Secured Party (the "Trademark Security Agreement");

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on February 22, 2010 at Reel 004153, Frame 0689;

WHEREAS, Debtor has requested, and Secured Party has agreed, that Secured Party will fully terminate, release, discharge and reassign its interest in the Trademark Collateral, including the Trademarks identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, pursuant to this release;

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, Secured Party hereby:

- 1. fully terminates, releases, discharges and reassigns to Debtor its security interest in and lien upon the Trademark Collateral, including the Trademarks identified in Schedule A, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind;
- 2. agrees that any right, title or interest of the Secured Party in the Trademark Collateral shall hereby cease and become void and any power of attorney or similar rights granted by

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Debtor to Secured Party pursuant to or in connection with the Trademark Security Agreement is terminated; and

3. authorizes and requests that the Commissioner of Trademarks note and record the existence of the release hereby given.

The validity, interpretation and enforcement of this release and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of New York.

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IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer this 1st day of June, 2015.

WELLS FARGO CAPITAL FINANCE, LLC, successor by merger to Wachovia Capital Finance Corporation (New England)

By: \_\_\_\_\_\_

Name: 12

Title:

[Signature Page to Release of Security Interests in Trademarks – Merix]

| STATE OF ILLINOIS | )      |
|-------------------|--------|
|                   | ) ss.: |
| COUNTY OF COOK    | )      |

On the 1st day of June, 2015, before me personally came Barry Felker, to me known, who being by me duly sworn, did depose and say, that he is an Authorized Signatory of Wells Fargo Capital Finance, LLC and that the foregoing instrument was signed on behalf of such limited liability company by order of said limited liability company.

OFFICIAL SEAL
CHERIMIN PASCUAL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/05/2018

Chuir Paccul
Notary Public

# SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

## LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

| <u>Trademark</u> | Registration Number | Registration Date |
|------------------|---------------------|-------------------|
| MERIX            | 1968853             | 4/16/1996         |
| MERIX M          | 1968854             | 4/16/1996         |
| M                | 1968855             | 4/16/1996         |

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**RECORDED: 06/08/2015** 

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