

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance (UK) Limited	FORMERLY Burdale Financial Limited	02/09/2016	Financial Institution: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Industrial Acoustics Company, Inc.		
Street Address:	1160 Commerce Avenue		
City:	Bronx		
State/Country:	NEW YORK		
Postal Code:	10504		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1780289	MICRODYNE	
Registration Number:	1811540	METADYNE	
Registration Number:	0848655	QUIET-FLOW	
Registration Number:	0850880	NOISE-LOCK	
Registration Number:	0661537	QUIET-DUCT	
CORRESPONDENCE DATA			
Fax Number:	2033271096		
<i>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.</i>			
Phone:	203-324-6155		
Email:	jbutchko@ssjr.com		
Correspondent Name:	Andy I. Corea		
Address Line 1:	986 Bedford Street		
Address Line 2:	St. Onge Steward Johnston & Reens LLC		
Address Line 4:	Stamford, CONNECTICUT 06905		
ATTORNEY DOCKET NUMBER:	06499-A0018A		
NAME OF SUBMITTER:	Andy I. Corea		
SIGNATURE:	/Andy I. Corea/		
DATE SIGNED:	02/10/2016		

OP \$140.00 1780289

Total Attachments: 16

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Release of Security Interest

This Release of Security Interest is made this date by Wells Fargo Capital Finance (UK) Limited, formerly called **Burdale Financial Limited**, a Financial Institution of the United Kingdom, and registered with company number 02656007 whose registered office is at 1 Bread Street, 5th Floor, Bow Bells House, London EC4M 9BE United Kingdom. A copy of the Change of Name is attached Schedule A;

WHEREAS, the records of the Assignment Division of the United States Patent and Trademark Office presently show a security interest in the following trademark registrations (the "TRADEMARKS") to Burdale Financial Limited;

Trademark	Registration No.	Registration Date
MICRODYNE	1780289	July 6, 1993
METADYNE	1811540	December 14, 1993
QUIET-FLOW	0848655	May 7, 1968
NOISE-LOCK	0850880	June 18, 1968
QUIET-DUCT	0661537	May 13, 1958

WHEREAS, a security interest by **Industrial Acoustics Company, Inc.**, was given to Burdale Financial Limited on January 20, 2011 and recorded in the United States Patent and Trademark Office on February 1, 2011, Reel 4465, Frame 0043;

WHEREAS, Burdale Financial Limited issued a Deed of Release dated May 31, 2013 releasing the previously recorded security interest. A copy of the Deed of Release is attached Schedule B;

WHEREAS, **Industrial Acoustics Company, Inc.**, was formerly a New York Corporation and by way of a Merger and Change of name is currently a Delaware Corporation, with an address of 1160 Commerce Avenue, Bronx, New York 10504;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Wells Fargo Capital Finance (UK) Limited, formerly called **Burdale Financial Limited** hereby releases its security interest and all of the right, title, and interest in and to the TRADEMARKS, together with the goodwill of the business symbolized by said trademarks.

Wells Fargo Capital Finance (UK) Limited

FEBRUARY 9TH, 2016
Date

By: 


Name: IAN CONWAY

Title: DIRECTOR, CREDIT RISK

Declaration of Witness

I declare that I was personally present and did see IAN CONWAY who is personally known to me to be the person named in this assignment, duly sign and execute the same.

Declared at 90 LONG ACRE, LONDON on February 9th, 2016.


Signature of Witness

MERYEM HASSAN
Name of Witness

Schedule A

Company No. 02656007

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION of BURDALE
FINANCIAL LIMITED
(the "Company")

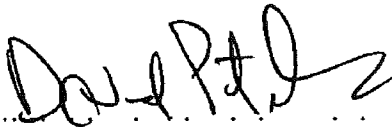
26 January 2015

The directors of the Company propose that the following written resolution ("**Resolution**") be passed as a special resolution of the Company pursuant to Part 13, Chapter 2 of the Companies Act 2006

SPECIAL RESOLUTION

THAT the name of the Company be changed to Wells Fargo Capital Finance (UK) Limited.

The undersigned, being a duly appointed Executive Vice President of the sole shareholder of the Company entitled to vote on the Resolution as at 26 January 2015, agrees to the Resolution as indicated above



David Pitelka duly authorised for and on behalf of Wells Fargo International Banking Corporation

Dated . 26 January 2015

FRIDAY



L406YC5F
LD1 30/01/2015 #25
COMPANIES HOUSE

Statement accompanying Written Resolution

- 1 If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the methods set out below
- 2 This document must be sent to the Company using one of the following methods
 - (a) by hand by delivering the signed copy to Burdale Financial Limited at 5th Floor Bow Bells House, 1 Bread Street, London, EC4M 9BE, or
 - (b) by post by returning the signed copy to Burdale Financial Limited at 5th Floor Bow Bells House, 1 Bread Street, London, EC4M 9BE
- 3 Once you have indicated your agreement to the Resolution, that agreement may not be revoked
- 4 If you do not agree to the Resolution, you do not need to do anything in relation to this document. You will not be deemed to agree to the Resolution if the Company does not receive a signed copy of this document from you
- 5 The Resolution will lapse if they are not passed by 30 January 2015 ("**lapse date**") Your agreement to the Resolution will be ineffective if provided after the lapse date, so please ensure that your agreement reaches the Company on or before that date



FILE COPY

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company Number 2656007

The Registrar of Companies for England and Wales hereby certifies that
under the Companies Act 2006:

BURDALE FINANCIAL LIMITED

a company incorporated as private limited by shares; having its registered
office situated in England and Wales; has changed its name to:

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

Given at Companies House on **30th January 2015**



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

TRADEMARK

REEL: 005728 FRAME: 0136

Schedule B

DATED 31 May 2013

- (1) INDUSTRIAL ACOUSTICS COMPANY LIMITED
- (2) BURDALE FINANCIAL LIMITED

DEED OF RELEASE

ReedSmith

reedsmith.com

EME_ACTIVE-556810167.7-VTHOMPSO

TRADEMARK
REEL: 005728 FRAME: 0138

THIS DEED OF RELEASE AND REASSIGNMENT is made on 31 May 2013

BETWEEN:

- (1) **INDUSTRIAL ACOUSTICS COMPANY LIMITED**, a company incorporated in England and Wales with company number 00606877 (the "**Company**"); and
- (2) **BURDALE FINANCIAL LIMITED**, a company registered in England and Wales with company number 2656007 (the "**Lender**", the "**Agent**" and the "**Security Trustee**"),

in favour of the Chargors.

WHEREAS

- (A) The parties to this Deed are also parties to the Facility Agreement and a French Facility Agreement (both as defined below).
- (B) The Chargors (as defined below) entered into the Security Documents (as defined below) in favour of the Security Trustee pursuant to which the Chargors granted in favour of the Security Trustee security for the due payment and discharge of certain monies, liabilities and obligations as set out in the Security Documents.
- (C) The Company has requested the Security Trustee to release each of the Chargors from their respective obligations and liabilities under the Security Documents, to release the Charged Assets (as defined below) from the security constituted under the Security Documents, and to discharge the whole of the security constituted over the Charged Assets by the Security Documents.
- (E) This Deed is supplemental to the Security Documents.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Australian Bank Account Deed**" has the meaning set out in Schedule 2 to this Deed.

"**Charged Assets**" means all the property, assets and undertaking charged, mortgaged or otherwise secured in favour of the Security Trustee by the Chargors pursuant to the Security Documents.

"**Chargors**" means each of the companies listed in Schedule 1.

"**Finance Documents**" has the meaning given to that term in the Facility Agreement.

“**Facility Agreement**” means the facility agreement between, among others, the Lender and the Company originally dated 20 January 2011, as amended from time to time.

“**French Facility Agreement**” means the facility agreement between, among others, WFBI (originally The Governor and Company of the Bank of Ireland) as lender, IAC Bøet Stopson SAS as borrower, the Agent as agent and the Company originally dated 20 January 2011, as amended from time to time.

“**German Share Pledge**” has the meaning set out in Schedule 2 to this Deed.

“**Security Documents**” means (i) each document listed in Schedule 2 to this Deed; and (ii) any other document from time to time executed by any person creating or expressed to create any Security Interest over its or any part of its assets in respect to the obligations of any of the Obligors pursuant to the Finance Documents.

“**WFBI**” means Wells Fargo Bank International.

1.2 Terms defined in Security Documents

In this Deed, unless the context otherwise requires, terms used but not otherwise defined have the same meaning as in the Facility Agreement or, to the extent applicable, in any Security Document, and all references in such defined terms to the Facility Agreement or, as applicable, to that Security Document are to be read as references to this Deed.

1.3 Construction

Clause 1.2 (*Construction*) of the Facility Agreement will apply as if incorporated in this Deed.

2 RELEASE

2.1 Each of the Lender and the Security Trustee hereby:

- (a) surrenders, releases and discharges all Security Interests in all of the Charged Assets of the Chargors and all related rights, from all Security Interests constituted under or evidenced by the Security Documents;
- (b) releases and discharges each of the Chargors from all of their obligations, covenants and liabilities, whether actual or contingent, that arise or may arise under or in connection with the Security Documents and the Finance Documents;
- (c) releases and discharges each of the Chargors from all past, present and future liability under all guarantees created by any of the Chargors in favour of the Lender and/or the Security Trustee, including, but not limited to, the guarantee and indemnity contained in Clause 18 of the Facility Agreement;
- (d) re-assigns and re-conveys to the relevant Chargors all rights, title and interest in the Charged Assets which were assigned and/or conveyed to the Lender or the Security Trustee by way of security pursuant to the terms of the Security

Documents and the relevant Chargors accept such re-assignment and re-conveyance; and

- (e) agrees that each of the Security Documents and all of the security interests, mortgages, liens and charges thereunder are hereby terminated and of no further force and effect.

- 2.2 The Agent (acting on the instructions of WFBI) releases and discharges each of the Chargors from all past, present and future liability under all guarantees created by any of the Chargors in favour of WFBI, including, but not limited to, the guarantee and indemnity contained at Clause 17 of the French Facility Agreement.

3 RELEASE OF GERMAN SECURITY

- 3.1 Pursuant to §§ 1273 para 2, 1255 para 1 (*Aufhebung der Pfandrechte*) of the German Civil Code (*Bürgerliches Gesetzbuch*) the Security Trustee hereby unconditionally and irrevocably releases all pledges created under the German Share Pledge and as provided for in Clause 11 (*Release of Security*) of the German Share Pledge.
- 3.2 Each of the Lender and the Security Trustee hereby irrevocably releases and discharges each relevant Chargor from all of its obligations, covenants and liabilities which have been granted under or in connection with the German Share Pledge.
- 3.3 This Clause 3 (*Release of German security*) shall be governed by and construed in accordance with German law.

4 CHARGOR AUTHORISATION

- 4.1 Each relevant Chargor and their counsel are hereby authorised and directed, without further notice, to file this deed and/or any other releases of any other Security Interest under each of the Security Documents.
- 4.2 The relevant Chargors and their counsel are hereby authorised and directed, without further notice, to deliver a copy of this Deed to any insurance company, insurance broker, bank, landlord, tenant or other person to evidence the termination and release of all security constituted by the Security Documents over the Charged Assets under the Security Documents.

5 FURTHER ASSURANCE AND PAYMENT OF EXPENSES

- 5.1 The Lender and the Agent agrees that it will (at the request and cost of the Company) do all things and execute all documents as may be reasonably requested and may reasonably be necessary to give effect to the release and reassignment of the security created by the Security Documents and to return to the Company all documents of title, share certificates and stock transfer forms and other possessory collateral, as applicable, held by it which relate to the Charged Assets and do all things and execute all documents as may be reasonably necessary to give effect to this Deed.
- 5.2 For the avoidance of doubt, Clause 5.1 above shall include, without limitation:
 - (a) the removal of the Lender's interest as noted in the shareholders registers in respect of the Group Shares;

- (b) with respect to any account control agreement, the execution and delivery of any termination notices or termination agreements with the account bank; and
- (c) with respect to the securities governed by Australian law:
 - (i) the Security Trustee agrees to register relevant financing change statements on the Personal Property Securities Register ("PPSR") that are required to end the registrations in respect of the property charged or mortgaged under the Australian law governed securities as set out in Schedule 2; and
 - (ii) the Security Trustee shall sign (in a form acceptable to the Security Trustee, acting reasonably) a release notice in favour of Commonwealth Bank of Australia and the relevant Chargor in respect of the bank account held with Commonwealth Bank of Australia (account number 1059 5613 and any other relevant accounts secured by the Australian Bank Account Deed) in connection with the Australian law governed securities set out in Schedule 2 and the relevant Chargor shall deliver such notice.

5.3 The Company shall promptly reimburse the Lender for its costs and expenses incurred in the preparation, negotiation, printing, execution and closing of this Deed and all matters and things referred to in this Deed or incidental to this Deed.

5.4 Each of the Lender and Agent hereby authorizes the Company and its designee to file on its behalf any UCC-3 termination statements, mortgage discharges, intellectual property releases and other releases necessary to effectuate the releases contemplated by this Deed.

6 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

7 THIRD PARTIES

7.1 Subject to clause 7.2, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

7.2 The parties to this Deed acknowledge and agree that each Chargor may separately enforce the provisions of this Deed.

8 GOVERNING LAW AND JURISDICTION

8.1 Other than as provided in Clause 3 (*Release of German security*), this Deed is governed by and shall be construed in accordance with English law.

8.2 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Deed (a "Dispute"), including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.

8.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

Schedule 1 - The Chargors

Company	Jurisdiction and Company Number (if applicable)
Industrial Acoustics Company Limited	England and Wales (00606877)
Industrial Acoustics Company, Inc.	Delaware, USA
IAC Acoustics (Australia) Pty Ltd (formerly known as IAC Colpro Pty Ltd)	Australia (001532663)
IAC China Holding Company Limited	Hong Kong (1246476)
IAC Española SA	(Spain) 00811510155
IAC Nordic A/S	Denmark (11733174)
IAC Boët Stopson SAS	France (475880845RCS)
Industrial Acoustics Company GmbH	Germany (HRB9715)
IAC SIM Engineering SAS	France (409435633)
IAC Stopson Italiana S.p.A	(Italy) A08376113
GT Exhaust, Inc.	Nebraska, USA
Maxim Silencers, Inc.	Texas, USA
Silex Innovations, Inc.	Ontario, Canada
Thistle Dropco Limited (UK)	England and Wales (8246320)

Schedule 2 – Security Documents

1. An English law debenture executed in favour of the Security Trustee dated 20 January 2011 (the “**Debenture**”).
2. A US security agreement between Industrial Acoustics Company, Inc. and the Security Trustee dated 20 January 2011.
3. A blocked account control agreement between Industrial Acoustics Company, Inc., the Security Trustee and US Bank National Association dated 20 January 2011.
4. An Australian law deed of charge and mortgage between IAC Acoustics (Australia) Pty Ltd and the Security Trustee dated 20 January 2011 (PPSR number: 201112230039329).
5. An Australian law bank account deed between IAC Acoustics (Australia) Pty Ltd, the Security Trustee and Commonwealth Bank of Australia dated 20 January 2011 (the “**Australian Bank Account Deed**”).
6. An Australian law equitable mortgage of shares between the Company and the Security Trustee dated 20 January 2011 in relation to the share capital of IAC Acoustics (Australia) Pty Ltd.
7. A French law master receivables assignment agreement between IAC Boët Stopson SAS, the Security Trustee and Wells Fargo Bank International (originally The Governor and Company of the Bank of Ireland) dated 21 January 2011.
8. A French law agreement for the pledge of a securities account between the Company and the Security Trustee in its capacity as beneficiary dated 21 January 2011.
9. A deed of accession to the Debenture between IAC China Holding Company Ltd, IAC Stopson Italiana S.p.A., IAC Española SA , the Company and the Security Trustee dated 14 March 2011.
10. A French law mortgage between IAC Boët Stopson SAS and the Security Trustee dated 15 March 2011.
11. A German law share pledge agreement dated 20 May 2011 executed by the Company as pledgor, the Lender as original pledgee and security agent and Industrial Acoustics Company GmbH as the pledged company (deed. No 0647/2011 of the notary Dr. Oliver Baetzgen, Mönchengladbach, Germany) with respect to the shares held by the Company in the share capital of Industrial Acoustics Company GmbH.
12. A Hong Kong law share charge between the Company and the Security Trustee dated 20 May 2011 in relation to the shares in IAC China Holding Company Limited.
13. A Danish law share pledge between the Company and the Security Trustee dated 20 May 2011 in relation to the share capital of IAC Nordic A/S.
14. An Italian law share pledge between IAC Boët Stopson SAS and the Security Trustee dated 10 June 2011 in relation to the shares in IAC Stopson Italiana S.p.A.

15. A Spanish law share pledge between IAC Boët Stopson SAS, Industrial Acoustics Company Limited and the Security Trustee dated 27 June 2011 in relation to the shares in IAC Española, S.A.
16. An English law supplemental fixed charge between the Company and the Security Trustee dated 9 August 2011.
17. An English law supplemental fixed charge between the Company and the Security Trustee dated 23 August 2011.
18. A deed of accession to the Debenture between GT Exhaust, Inc., the Company and the Security Trustee dated 25 September 2012.
19. A US security agreement between GT Exhaust, Inc. and the Security Trustee dated 25 September 2012.
20. A deed of accession to the Debenture between Silex Innovations, Inc., the Company and the Security Trustee dated 26 September 2012.
21. A Canadian law security agreement between Silex Innovations, Inc. and the Security Trustee dated 26 September 2012.
22. A deed of accession to the Debenture between Maxim Silencers, Inc., the Company and the Security Trustee dated 1 October 2012.
23. A US security agreement between Maxim Silencers, Inc. and the Security Trustee dated 1 October 2012.
24. A deed of accession to the Debenture between Thistle Dropco Limited, the Company and the Security Trustee dated 22 October 2012.

IN WITNESS whereof this Deed has been entered into as a Deed on the date stated at the beginning of this Deed.

The Lender, Security Trustee and Agent

Executed as a deed by
BURDALE FINANCIAL LIMITED
acting by

)
)
)
)
).....

Director

.....
Director

The Company

Executed as a deed by
INDUSTRIAL ACOUSTICS COMPANY
LIMITED acting by

)
)
)
).....

in the presence of:

Director

Signature of witness

Name of witness

Address of witness

Occupation of witness

IN WITNESS whereof this Deed has been entered into as a Deed on the date stated at the beginning of this Deed.

The Lender, Security Trustee and Agent

Executed as a deed by)
BURDALE FINANCIAL LIMITED)
acting by)
).....
Director

.....
Director

The Company

Executed as a deed by)
INDUSTRIAL ACOUSTICS COMPANY)
LIMITED acting by)
).....
in the presence of: Director *S. GREAVES*

Signature of witness *Sivanti Devakumar*
Name of witness SIVANTI DEVAKUMAR
Address of witness **Freshfields Bruckhaus Deringer LLP**
Occupation of witness **65 Fleet Street**
London
EC4Y 1HS
Trounce Solicitors