

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC COMPANY (as successor in interest by merger to General Electric Capital Corporation)		06/28/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Matthew Warren, Inc.		
Street Address:	9501 Technology Boulevard		
Internal Address:	Suite 401		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4401537	HELI-CAL MACHINED SPRING	
Registration Number:	0750090	HELI-CAL	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8352		
Email:	juan.arias@weil.com		
Correspondent Name:	RACHEL TRUDEAU		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	RACHEL TRUDEAU		
SIGNATURE:	/RACHEL TRUDEAU/		
DATE SIGNED:	06/29/2016		
Total Attachments: 4			

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 28, 2016, by GENERAL ELECTRIC COMPANY, as successor in interest by merger to General Electric Capital Corporation (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

WITNESSETH:

WHEREAS, Matthew Warren, Inc., a Delaware corporation (“Grantor”) and Secured Party are parties to that certain Trademark Security Agreement dated as of February 1, 2015 (the “Security Agreement”) pursuant to which Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Guaranty and Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including, without limitation, the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 2, 2015, at Reel 5451, Frame 0072;

WHEREAS, Grantor has satisfied the terms of the Guaranty and Security Agreement and has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby (i) terminates the Security Agreement and any and all rights it may have under the Security Agreement and (ii) terminates, cancels, releases and discharges its Lien (as defined in the Credit Agreement) on and security interest in all of Grantor’s right, title and interest in, to and under the following (collectively the “Trademark Collateral”), in each case, whether now owned or existing or hereafter acquired or arising and wherever located:

(i) all of its United States Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in, to and under the Trademarks and the Trademark Collateral of Grantor. Secured Party authorizes and requests that the United States Patent and Trademark Office note and record the release

hereby given and any other filings necessary to evidence release and termination of its rights under each of the Loan Documents (as defined in the Credit Agreement) with respect to the Trademark Collateral.

3. This Trademark Release and Reassignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GENERAL ELECTRIC COMPANY (as successor in interest by merger to General Electric Capital Corporation), as Administrative Agent

By: James N. Urbates
Name: James N. Urbates
Its: Duly Authorized Signatory

SCHEDULE 1
TO
TRADEMARK RELEASE AND REASSIGNMENT

REGISTERED UNITED STATES TRADEMARKS

Trademark	Application Number	Application Date	Registration Number	Registration Date
HELI-CAL MACHINED SPRING	85711499	8/23/12	4401537	9/10/13
HELI-CAL	72131961	11/14/61	0750090	5/28/63

UNITED STATES TRADEMARK APPLICATIONS

None.