

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389703

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:	MW Industries, 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: 13

Property Type	Number	Word Mark
Registration Number:	2412027	A AUTOMATIC SPRING COILING
Registration Number:	3324656	ASM
Registration Number:	2374972	CSC CENTURY SPRING
Registration Number:	2413701	HYPERCO
Registration Number:	3211194	HYPERCOILS
Registration Number:	2824818	HYPERCOILS
Registration Number:	2592620	K S S KOSS
Registration Number:	2420755	M A T T H E W - W A R R E N
Registration Number:	2479015	MW INDUSTRIES INC.
Registration Number:	2424635	P PECK SPRING
Serial Number:	85267768	CSC
Serial Number:	85267790	
Serial Number:	85267808	RAF

CORRESPONDENCE DATA

Fax Number: 2123108007

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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: 5

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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, MW Industries, Inc., a Delaware corporation (“Grantor”) and Secured Party are parties to that certain Trademark Security Agreement dated as of June 15, 2011 (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 June 17, 2011, at Reel 4564, Frame 0040;

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

Owner/ Applicant	Trademark	Country	Filed	Application #	Registered	Registration #	Status
MW Industries, Inc.	A AUTOMATIC SPRING COILING (Stylized & Design)	United States	06/11/99	75/729,387	12/12/00	2,412,027	Registered
MW Industries, Inc.	ASM (and Design)	United States	8/28/06	78/961,876	10/30/07	3,324,656	Registered
MW Industries, Inc.	CSC CENTURY SPRING (AND DESIGN)	United States	6/11/99	75/729,385	8/8/00	2,374,972	Registered
MW Industries, Inc.	HYPERCO (AND DESIGN)	United States	6/11/99	75/729,381	12/19/00	2,413,701	Registered
MW Industries, Inc.	HYPERCOILS	United States	4/24/06	78/868,290	2/20/07	3,211,194	Registered
MW Industries, Inc.	HYPERCOILS (and Design)	United States	5/13/03	76/513,444	3/23/04	2,824,818	Registered
MW Industries, Inc.	KSS KOSS (AND DESIGN)	United States	6/29/00	76/081,000	7/9/02	2,592,620	Registered
MW Industries, Inc.	MATTHEW – WARREN & Design	United States	06/11/99	75/729,329	01/16/01	2,420,755	Registered
MW Industries, Inc.	MW INDUSTRIES (AND DESIGN)	United States	6/11/99	75/729,336	8/21/01	2,479,015	Registered
MW Industries, Inc.	P PECK SPRING (Stylized & Design)	United States	06/11/99	75/729,330	01/30/01	2,424,635	Registered

UNITED STATES TRADEMARK APPLICATIONS

Owner/ Applicant	Trademark	Country	Filed	Application #	Registered	Registration #	Status
MW Industries, Inc.	CSC (AND DESIGN)	United States	3/15/11	85/267,768			Pending
MW Industries, Inc.	DESIGN ONLY	United States	3/15/11	85/267,790			Pending
MW Industries, Inc.	RAF (and Design)	United States	3/15/11	85/267,808			Pending

Trademark Release and Reassignment

TRADEMARK

RECORDED: 06/29/2016

REEL: 005824 FRAME: 0292