# CH \$240.00 7245719

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM401864

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brightwood Loan Services LLC, as collateral agent		10/13/2016	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Sigma Electric Manufacturing Corporation		
Street Address:	120 Sigma Dr.		
City:	Garner		
State/Country:	NORTH CAROLINA		
Postal Code:	27529		
Entity Type:	Corporation: DELAWARE		

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark		
Serial Number:	72457198	GAM-PAK		
Serial Number:	78596827	S SIGMA ELECTRIC		
Serial Number:	78596864	SIGMA ELECTRIC CONDUIT FITTINGS		
Serial Number:	78596857	SIGMA ELECTRIC WEATHERPROOF PRODUCTS		
Serial Number:	78596849	SIGMA ELECTRIC		
Serial Number:	78401888	SPIKE-A-LITE		
Serial Number:	77656114	TROVA OUTDOOR		
Serial Number:	77768143	SNAP LOCK		
Serial Number:	85327377	PRO-CONNEX		

### **CORRESPONDENCE DATA**

Fax Number:

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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, N.W., Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy LLP

Address Line 4: Washington, D.C. 20006

TRADEMARK REEL: 005898 FRAME: 0871

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NAME OF SUBMITTER:	Javier J. Ramos			
SIGNATURE:	Javier J. Ramos/			
DATE SIGNED:	10/13/2016			
Total Attachments: 4				
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TRADEMARK REEL: 005898 FRAME: 0872

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of October 13, 2016 (this "Release") is made by Brightwood Loan Services LLC (, for itself and in its capacity as Collateral Agent (the "Collateral Agent").

WHEREAS, on or about May 13, 2014, pursuant to a certain trademark security agreement (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement) in favor of the Collateral Agent, Sigma Electric Manufacturing Corporation (the "Grantor"), pledged and granted to the Collateral Agent for itself and the benefit of certain secured parties, a security interest in all of the Grantor's right, title and interest in, to and under the following (the "Trademark Collateral"): (i) each Trademark of the Grantor registered, and each pending Trademark application for registration, with the United States Patent & Trademark Office (together with all of the goodwill of the business connected with the use of, and symbolized by, each Trademark), including, without limitation, each such Trademark described in Schedule A; (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described in Schedule A or (b) injury to goodwill associated with any Trademark; and (iii) all products and proceeds of the foregoing, which security interest was recorded in the records of the United States Patent & Trademark Office at Reel 5279 / Frame 0553 on May 13, 2014.

WHEREAS, the Collateral Agent has agreed to: (i) irrevocably release and terminate in its entirety its security interest in, to and under, and discharge, quit claim and relinquish unto the Grantor (in each case without recourse and without any representation or warranty) all right, title and interest it has in, to and under, the Trademark Collateral; (ii) restore all right, title and interest in, to and under the Trademark Collateral to the Grantor; and (iii) dissolve any and all liens and encumbrances respecting the Trademark Collateral under the Trademark Security Agreement, the Collateral Agreement or otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent hereby agrees as follows:

- 1. The Collateral Agent hereby (i) irrevocably releases and terminates in its entirety its security interest in, to and under, and discharges, quit claims and relinquishes unto the Grantor (in each case without recourse and without any representation or warranty) all right, title and interest it has in, to and under, the Trademark Collateral; (ii) restores all right, title and interest in, to and under the Trademark Collateral to the Grantor; and (iii) dissolves any and all liens and encumbrances respecting the Trademark Collateral under the Trademark Security Agreement, the Collateral Agreement or otherwise.
- 2. The Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks record this Release.

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- 3. The Collateral Agent shall, at the expense of the Grantor, execute and deliver to the Grantor such documents as such Grantor shall reasonably request to evidence the release of the security interest granted in any Trademark Collateral.
- 4. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

Brightwood Loan Services LLC, as Collateral Agent

By:

Danger Adomo

Name:

Sengal Selassie

Title:

Authorized Person

By:

Phil Daniele

Name: Title:

Chief Risk Officer

## Schedule A

# TRADEMARK REGISTRATIONS

<u>Title</u>	Application Type	Serial No.	Filing Date	<u>Status</u>
Gam-pak	Standard Character	72457198	5/10/1973	Granted / Live
S Sigma Electric	Design Plus	78596827	3/29/2005	Granted / Live
and Design	Words, Letters, and/or Numbers			
Sigma Electric	Standard Character	78596864	3/29/2005	Granted / Live
Conduit Fittings				
Sigma Electric	Standard Character	78596857	3/29/2005	Granted / Live
Weatherproof				
Products				
Sigma Electric	Standard Character	78596849	3/29/2005	Granted / Live
Spike-A-Lite	Standard Character	78401888	4/14/2004	Granted / Live
TROVA Outdoor	Standard Character	77656114	1/25/2009	Granted / Live
SNAP LOCK	Standard Character	77768143	6/25/2009	Granted / Live
Pro-Connex	Standard Character	85327377	5/23/2011	Granted / Live

# TRADEMARK APPLICATIONS

None.

#4818-2753-5674

**RECORDED: 10/13/2016** 

TRADEMARK REEL: 005898 FRAME: 0876