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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM405926

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Grant of Security Interest in Trademark Rights (Subordinated)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Levine Leichtman Capital Partners Deep Value Fund, L.P., as Agent		10/31/2016	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	JONATHAN MANUFACTURING CORPORATION
Street Address:	410 Exchange Irvine Technology Center, Suite 200
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92602
Entity Type:	Corporation: DELAWARE
Name:	Jonathan Engineered Solutions Corp.
Street Address:	410 Exchange Irvine Technology Center, Suite 200
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92602
Entity Type:	Corporation: DELAWARE
Name:	Jonathan Acquisition Company
Street Address:	410 Exchange Irvine Technology Center, Suite 200
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92602
Entity Type:	Corporation: DELAWARE
Name:	Jonathan Holding Company
Street Address:	410 Exchange Irvine Technology Center, Suite 200
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92602
Entity Type:	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 3** 

TRADEMARK REEL: 005924 FRAME: 0053

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Property Type	Number	Word Mark	
Registration Number:	3486256	SOURCEASIA	
Registration Number:	2828262	JONATHAN ENGINEERED SOLUTIONS	
Registration Number:	2772121	MEETING CUSTOMER NEEDS @ DIGITAL SPEED	

### **CORRESPONDENCE DATA**

**Fax Number:** 6173417701

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:** 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera
Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	11/17/2016

### **Total Attachments: 4**

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### **EXECUTION VERSION**

# TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination"), is dated as of October 31, 2016, and made by LEVINE LEICHTMAN CAPITAL PARTNERS DEEP VALUE FUND, L.P., a Delaware limited partnership, as agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Agent" and also the "Grantee") to JONATHAN MANUFACTURING CORPORATION, a Delaware corporation, JONATHAN ENGINEERED SOLUTIONS CORP., a Delaware corporation, JONATHAN ACQUISITION COMPANY, a Delaware corporation, and JONATHAN HOLDING COMPANY, a Delaware corporation (each a "Grantor" and, collectively, the "Grantors").

**WHEREAS**, pursuant to the Subordinated Trademark Security Agreement, dated as of July 13, 2011 (the "<u>Subordinated Trademark Security Agreement</u>"), between the Grantors and the Grantee, a security interest was granted by the Grantors to the Grantee in the Trademarks (as hereinafter defined);

**WHEREAS**, the Subordinated Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 15, 2011, at Reel 004583 and Frame 0747; and

**WHEREAS**, Grantee now desires to terminate and release the Subordinated Trademark Security Agreement;

**NOW, THEREFORE**, for good and valuable consideration, Grantee hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademarks," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the trademarks listed on <u>Schedule A</u> hereto.
- 2. <u>Release of Security Interest</u>. Grantee hereby terminates the Subordinated Trademark Security Agreement and terminates, releases and discharges its security interest in the Trademarks and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademarks.

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TRADEMARK REEL: 005924 FRAME: 0055 IN WITNESS WHEREOF, the Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

LEVINE LEICHTMAN CAPITAL PARTNERS DEEP VALUE FUND, L.P., a Delaware limited partnership

By: LLCP Deep Value GP, LLC, its general partner

By: Levine Leichtman Capital Partners, Inc., its managing member

Name: David Wolmer

Title Vice President and Secretary

# Schedule A

# **U.S. TRADEMARK REGISTRATIONS**

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TRADEMARK REEL: 005924 FRAME: 0057

# SCHEDULE A

### TO

### TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations/Applications**

Marie	Country	Serial No. or Filing Date	Heg No. Reg Date	Devicer
SOURCEASIA	U.S. Federal	78/671436 7/15/2005	3486256 8/12/2008	Jonathan Manufacturing Corporation
JONATHAN ENGINEERED SOLUTIONS	U.S. Federal	76/235812 4/5/2001	2828262 3/30/2004	Jonathan Manufacturing Corporation
MEETING CUSTOMER NEEDS @ DIGITAL SPEED	U.S. Federal	76/156817 10/31/2000	2772121 10/7/2003	Jonathan Manufacturing Corporation
JONATHAN ENGINEERED SOLUTIONS & Design	China	6504965 1/11/2008	6504965 7/7/2010	Jonathan Manufacturing Corporation
IONATHAN ENGINEERED SOLUTIONS & Design	China	6504964 1/11/2008	6504964 10/21/2010	Jonathan Manufacturing Corporation

# Exclusive Trademark Licenses

None.

TRADEMARK REEL: 005924 FRAME: 0058

**RECORDED: 11/17/2016**