

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		07/03/2017	Corporation:
RECEIVING PARTY DATA			
Name:	CHROMALOX, INC.		
Street Address:	103 Gamma Drive Ext.		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15238		
Entity Type:	Corporation: DELAWARE		
Name:	Ogden Manufacturing Co.		
Street Address:	103 Gamma Drive Ext.		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15238		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2297489	ETR-3	
Registration Number:	2253162	ETR-9300	
Registration Number:	2242678	ETR-3200	
Registration Number:	2021231	ETR-9200	
Registration Number:	2018159	SMARTER LOGIC	
Registration Number:	2012421	SMARTER LOGIC	
Registration Number:	1955887	CHAMELEON	
Registration Number:	1842333	MIGHTY-BLADE	
Registration Number:	1817404	MAXI-ZONE	
Registration Number:	1813573	ETR-9090	
Registration Number:	1751160	ALUMA-FLEX	
Registration Number:	1597301	OGDEN	
Registration Number:	1597302	OGDEN	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1514426	ETR
Registration Number:	1497607	MIGHTY-TUFF
Registration Number:	1263531	MIGHTY-MISER
Registration Number:	0959844	MIGHTY WATT
Registration Number:	0318138	CHROMALOX
Registration Number:	0507574	FINSTRIP
Registration Number:	0651689	U-RAD
Registration Number:	0892899	CHROMALOX
Registration Number:	1443000	SAFE-T-WRAP
Registration Number:	1674122	CHROMATRACE
Registration Number:	1678395	WIEGAND
Registration Number:	1681885	CHROMASOFT
Registration Number:	2171175	RAPID-TRACE
Registration Number:	2681654	INTELLITRACE
Registration Number:	2713936	VERSATHERM
Registration Number:	2719709	INTELLITHERM
Registration Number:	2854103	FASTSHIP
Registration Number:	0560678	THERMWIRE
Registration Number:	1263530	BULLET
Registration Number:	1725680	WIEGAND
Registration Number:	3757866	ETIREX

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8434

Email: juan.arias@weil.com

Correspondent Name: Erika G. Kaneko

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	E. Kaneko 36346.0010
NAME OF SUBMITTER:	Erika G. Kaneko
SIGNATURE:	/Erika G. Kaneko/
DATE SIGNED:	07/10/2017

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is given as of July 3, 2017, by ANTARES CAPITAL LP (as successor by assignment to General Electric Capital Corporation), as administrative agent (in such capacity, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below), in favor of CHROMALOX, INC., a Delaware corporation ("Chromalox") and OGDEN MANUFACTURING CO., a Delaware corporation ("Ogden"), and together with Chromalox, each a "Grantor" and collectively, the "Grantors").

WITNESSETH

WHEREAS, the Grantors have entered into certain Credit Agreement, dated as of March 18, 2011 (as amended and restated as of April 25, 2014, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the other credit parties party thereto (the "Credit Parties"), the lenders party thereto and the Agent.

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantors have entered into that certain Guaranty and Security Agreement, dated as of March 18, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantors and the other grantors party thereto, in favor of the Agent. Capitalized terms used herein without definition shall have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the each Grantor granted a security interest in certain of its Trademarks to the Agent pursuant to the applicable Trademark Security Agreement, dated as of March 18, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, as applicable, the "Trademark Security Agreement"), by such Grantor in favor of the Agent.

WHEREAS, the Grantors and the Agent desire that the Agent terminate and release its security interest in the Trademarks listed on Schedule 1.

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

The Agent hereby, on behalf of itself, the Lenders, the L/C Issuers and the other Secured Parties, without recourse, representation, warranty or other assurance of any kind by Agent (express or implied) as to Agent's rights in any Trademarks, the condition or value of any Trademarks, or any other matter, terminates, discharges and releases its continuing security interest and lien in all right, title and interest in the Trademarks pursuant to the Security Agreement and Trademark Security Agreement, and reassigns any and all security interests that it may have therein to the Grantors. The Agent hereby authorizes each of Grantors or each of the Grantor's authorized representatives to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing

office in order to memorialize the release of any security interest of the Agent in the Trademarks pursuant to the Agent and Trademark Security Agreements.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantors' expense, as reasonably requested by each Grantor and as may be reasonably necessary to effect the release of the security interest in the Trademarks contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

ANTARES CAPITAL LP, as Agent




A handwritten signature in black ink, appearing to read "Michael Barrios", written over a horizontal line.

By: *Michael Barrios*
Title: Duly Authorized Signatory

Schedule 1

to

Termination and Release of Security Interest in Trademarks

Mark	Registration No.	Owner	Country
ETR-3 	2297489	Ogden Manufacturing Co.	United States
ETR-9300	2253162	Ogden Manufacturing Co.	United States
ETR-3200	2242678	Ogden Manufacturing Co.	United States
ETR-9200	2021231	Ogden Manufacturing Co.	United States
SMARTER LOGIC (& design) 	2018159	Ogden Manufacturing Co.	United States
SMARTER LOGIC	2012421	Ogden Manufacturing Co.	United States
CHAMELEON	1955887	Ogden Manufacturing Co.	United States
MIGHTY-BLADE	1842333	Ogden Manufacturing Co.	United States
MAXI-ZONE	1817404	Ogden Manufacturing Co.	United States
ETR-9090	1813573	Ogden Manufacturing Co.	United States
ALUMA-FLEX	1751160	Ogden Manufacturing Co.	United States
OGDEN 	1597301	Ogden Manufacturing Co.	United States
	1597302	Ogden Manufacturing Co.	United States
ETR	1514426	Ogden Manufacturing Co.	United States
MIGHTY-TUFF	1497607	Ogden Manufacturing Co.	United States
MIGHTY-MISER	1263531	Ogden Manufacturing Co.	United States
MIGHTY WATT	959844	Ogden Manufacturing Co.	United States
CHROMALOX	318138	Chromalox, Inc.	United States
FINSTRIP	507574	Chromalox, Inc.	United States
U-RAD	651689	Chromalox, Inc.	United States
CHROMALOX (Stylized)	892899	Chromalox, Inc.	United States
SAFE-T-WRAP	1443000	Chromalox, Inc.	United States
CHROMA TRACE	1674122	Chromalox, Inc.	United States
WIEGAND	1678395	Chromalox, Inc.	United States
CHROMASOFT	1681885	Chromalox, Inc.	United States
RAPID-TRACE	2171175	Chromalox, Inc.	United States

Mark	Registration No.	Owner	Country
INTELLITRACE	2681654	Chromalox, Inc.	United States
VERSA THERM	2713936	Chromalox, Inc.	United States
INTELLITHERM	2719709	Chromalox, Inc.	United States
FASTSHIP	2854103	Chromalox, Inc.	United States
THERM WIRE	560678	Chromalox, Inc.	United States
BULLET	1263530	Ogden Manufacturing Co.	United States
WIEGAND	1725680	Chromalox, Inc.	United States
ETIREX	3757866	Chromalox, Inc.	United States
WIEGAND	1725680	Chromalox, Inc.	United States