

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release R5352 F0073		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		08/28/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TRIMARK USA, LLC		
Street Address:	505 Collins Street		
City:	S. Attleboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02703		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	TRIMARK ERF, INC.		
Street Address:	505 Collins Street		
City:	S. Attleboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02703		
Entity Type:	Corporation: DELAWARE		
Name:	FEDERIGHI DESIGN, LLC		
Street Address:	3423 Regatta Blvd.		
City:	Richmond		
State/Country:	CALIFORNIA		
Postal Code:	94804-4594		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	STRATEGIC EQUIPMENT AND SUPPLY CORPORATION		
Street Address:	1461 S. Belt Line Road, Suite 100		
City:	Coppell		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2753687	TRIMARK	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	2759484	
Registration Number:	2492222	BIGTRAY
Registration Number:	2516648	BIGTRAY
Registration Number:	4556639	ORDERUPEQUIPMENT.COM
Registration Number:	3279670	FEDERIGHI DESIGN INC. ESTABLISHED 1942
Registration Number:	2817868	STRATEGIC
Registration Number:	3859948	STRATEGIC

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue, 28th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	90794.00006
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	08/29/2017

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of August 28, 2017 (“Effective Date”), by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as collateral agent (in such capacity, together with its successors in such capacity, “Grantee”), in favor of **TRIMARK USA, LLC**, a Delaware limited liability company (“Trimark”), **TRIMARK ERF, INC.**, a Delaware corporation (“Trimark ERF”), **FEDERIGHI DESIGN, LLC**, a California limited liability company (f/k/a Federighi Design, Inc.) (“Federighi”), and **STRATEGIC EQUIPMENT AND SUPPLY CORPORATION**, a Delaware corporation (“Strategic”); together with Trimark, Trimark ERF, and Federighi, each a “Grantor” and collectively, the “Grantors”).

WHEREAS, reference is made to (a) that certain ABL Credit Agreement, dated as of August 22, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TMK Hawk MidCo, Corp., a Delaware corporation (“Holdings”), TMK Hawk Parent, Corp., a Delaware corporation (the “Borrower”), the other borrowers from time to time party thereto, the Lenders from time to time party thereto and Wells Fargo, as the administrative agent, and (b) that certain ABL Collateral Agreement dated of August 22, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the Grantors, and the other grantors from time to time party thereto and the Grantee;

WHEREAS, pursuant to the terms and conditions of that certain ABL Trademark Security Agreement, dated as of August 22, 2014, by and among Grantors and Grantee, which was recorded with the United States Patent and Trademark Office on August 27, 2014 at Reel 5352, Frame 0073 (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), the Grantors granted to Grantee a security interest in all of the Grantors’ right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including those listed on Schedule 1 hereto;

WHEREAS, pursuant to that certain Certificate of Dissolution filed with the Delaware Secretary of State on December 31, 2014, Strategic was dissolved (the “Dissolved Entity”); and

WHEREAS, Grantee now desires to release its security interest in the Trademarks, including, without limitation, the trademark registrations and applications listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby, on behalf of itself and Secured Parties, covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Grantee hereby (i) terminates the Trademark Security Agreement, (ii) terminates, releases, and discharges its and the Secured Parties’ security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and (iii) reassigns to Grantors (or, in the case of the Dissolved Entity, to the holder of the Trademarks as of the Effective Date) all right, title, and interest that the Grantee or any Secured Party may have in the Trademark Collateral pursuant to the Trademark Security Agreement, together with the goodwill of the business symbolized thereby. The Grantor, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

2. Grantee hereby agrees to take all further actions, and provide to the Grantor and its successors, assigns, or other legal representatives, all such cooperation and assistance (including, without limitation, duly executing, acknowledging, procuring and delivering any further documents) and to do

such other acts, in each case at Grantors' expense, as may be reasonably necessary to more fully and effectively effectuate the release of the security interest in the Trademark Collateral contemplated hereby.

3. This Release and obligations of the parties hereunder, and all of their successors, assigns and transferees, shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
a national banking association, as Grantee

By: _____

Name: Jason Shanahan

Title: Authorized Signatory

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations/Applications

Grantor	Mark	(Application)/ Registration No.
TriMark USA, LLC	TRIMARK	2,753,687
TriMark USA, LLC	Three Ring Design	2,759,484
TriMark ERF, Inc.	BigTray	2,492,222
TriMark ERF, Inc.	BigTray and Design	2,516,648
TriMark ERF, Inc.	ORDERUPEQUIPMENT.COM	4,556,639
Federighi Design, LLC (f/k/a Federighi Design, Inc.)	Federighi Design, Inc. Established 1942 and Design	3,279,670
Strategic Equipment and Supply Corporation	STRATEGIC (and design)	2,817,868
Strategic Equipment and Supply Corporation	STRATEGIC	3,859,948