# CH \$165,00 86856

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM445827

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION		10/02/2017	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	APPLIED ENGINEERING, INC.		
Street Address:	2008 E. HWY. 50		
City:	YANKTON		
State/Country:	SOUTH DAKOTA		
Postal Code:	57078		
Entity Type:	Corporation: SOUTH DAKOTA		

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	86856695	ATR
Serial Number:	86856681	X
Serial Number:	86856653	XPERIENCE PERFECTION
Serial Number:	86856647	XPEDITION ARCHERY
Serial Number:	86849982	DEFCON
Serial Number:	86849960	DEFCON

### **CORRESPONDENCE DATA**

**Fax Number:** 2165790212

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:** 216.586.7021

Email: dpuljic@jonesday.com

Correspondent Name: DANIEL PULJIC / JONES DAY

**Address Line 1:** 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	601755-185082
NAME OF SUBMITTER:	DANIEL PULJIC
SIGNATURE:	/Daniel Puljic/

TRADEMARK REEL: 006173 FRAME: 0006

DATE SIGNED:	10/04/2017
Total Attachments: 3	
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TRADEMARK REEL: 006173 FRAME: 0007

### TERMINATION OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF FIRST LIEN TRADEMARK SECURITY AGREEMENT is made as of October 2, 2017, by KeyBank National Association, as administrative agent (the "Agent"), in favor of Applied Engineering, Inc., a South Dakota corporation (the "Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or Trademark Security Agreement, as applicable (each defined below).

### WITNESSETH:

WHEREAS, the Grantor and the Agent were parties to that certain Supplement No. 1 to the First Lien Security Agreement, dated as of March 14, 2016 (the "Security Agreement"), and that certain First Lien Trademark Security Agreement, dated as of March 14, 2016 (the "Trademark Security Agreement"), pursuant to which the Grantor assigned and pledged to the Agent, for the benefit of the Secured Creditors, and granted to the Agent, for the benefit of the Security interest in or to the Trademark Collateral;

WHEREAS, the Grantor executed and delivered the Trademark Security Agreement; and

WHEREAS, the Grantor has satisfied and fulfilled all of its obligations to release the Agent's security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

- 1. The term "Trademark Collateral," as used herein, shall mean the United States trademark registration(s) and/or application(s) set forth on Schedule A hereto.
- 2. The Agent, on behalf of the Secured Creditors, hereby terminates, cancels, releases and discharges any and all security interest it has in or to the Trademark Collateral, including under the Security Agreement and the Trademark Security Agreement.
- 3. The Agent hereby reassigns, transfers, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Agent, any and all of the Agent's right, title or interest in, to or under the Trademark Collateral.
- 4. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor to effect the termination and release of the security interest contemplated hereby.

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Termination of First Lien Trademark Security Agreement 047820-0043-14760-23216017

IN WITNESS WHEREOF, the Agent has caused this Termination of First Lien Trademark Security Agreement as of the day and year first above written.

KEYBANK NATIONAL ASSOCIATION, as administrative agent and collateral agent

By: Milionik

Name: Jeffrey A. Kalinowski Title: Senior Vice President

# **SCHEDULE A**

<u>Mark</u>	<u>Country</u>	Record Owner	Reg. No. App. No.
ATR	U.S.	Applied Engineering, Inc.	86856695
X	U.S.	Applied Engineering, Inc.	86856681
XPERIENCE PERFECTION	U.S.	Applied Engineering, Inc.	86856653
XPEDITION ARCHERY	U.S.	Applied Engineering, Inc.	86856647
DEF	U.S.	Applied Engineering, Inc.	86849982
DEFCON	U.S.	Applied Engineering, Inc.	86849960

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**RECORDED: 10/04/2017** 

TRADEMARK REEL: 006173 FRAME: 0010