

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as Administrative Agent		10/31/2017	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Oregon Iron Works, LLC		
Street Address:	5555 N. Channel Avenue, Building 71		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97217		
Entity Type:	Limited Liability Company: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3743396	UNITED STREETCAR	
Registration Number:	3821463	UNITED STREETCAR	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>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.</i>			
Phone:	9192868000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 Carrington Mill Blvd., Suite 400		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625.5076		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	11/02/2017		
Total Attachments: 4			
source=Release of Security Interest in Trademarks KeyBank National Association to Oregon Iron Works, LLC#page1.tif			
source=Release of Security Interest in Trademarks KeyBank National Association to Oregon Iron Works,			

OP \$65.00 3743396

LLC#page2.tif

source=Release of Security Interest in Trademarks KeyBank National Association to Oregon Iron Works,

LLC#page3.tif

source=Release of Security Interest in Trademarks KeyBank National Association to Oregon Iron Works,

LLC#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS COLLATERAL

This RELEASE, dated as of October 31, 2017 (this "Release"), is made by KeyBank National Association, as administrative agent (in such capacity, the "Administrative Agent"), in favor of Oregon Iron Works, LLC, a Oregon limited liability company (the "Company"), as follows:

W I T N E S S E T H

WHEREAS, the Company, the Administrative Agent and the other parties thereto entered into that certain Amended and Restated Pledge and Security Agreement on April 4, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement);

WHEREAS, in connection with the Security Agreement, the Company and the Administrative Agent entered into the Collateral Assignment of Trademarks dated as of July 3, 2014 (dated as of July 3, 2014 "Collateral Assignment");

WHEREAS, pursuant to the Security Agreement and the Collateral Assignment, Company assigned, transferred, conveyed and granted to the Administrative Agent, for the benefit of the Secured Creditors (as defined in the Security Agreement), a security interest in, a general lien upon and/or a right of set-off against all right, title and interest of the Company in and to the following (collectively, the "Trademark Collateral"): (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto), (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto); (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, District of Columbia or any possession or territory of the United States; (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof; (v) all registrations and recordings with respect to any of the foregoing; (vi) all reissues, extensions and renewals of any of the foregoing; (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Company in, on or about any of its plans or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plans and all media in which or on which all of the information or knowledge or data or record relating to its plans and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof; (ix) all rights to sue for past, present or future infringements of any of the foregoing; (x) all goodwill related to any of the foregoing; (xi) to the extent not included above, all general intangibles (as

such term is defined in the UCC) of the Company related to the foregoing; and (xii) all proceeds of any and all of the foregoing; and

WHEREAS, the Company has requested that the Agent release its security interest in all right, title and interest of the Agent in and to the Trademark Collateral.

NOW, THEREFORE, (i) the Administrative Agent, on behalf of itself and the Secured Creditors, without recourse, representation or warranty and at the Company's sole cost and expense, hereby (a) terminates, cancels and releases any security interest in, general lien upon and/or right of set-off of the Administrative Agent in the Trademark Collateral y(including, without limitation, those listed on Schedule A hereto), (b) authorizes the recordation of this Release against the Trademark Collateral with the USPTO at Company's expense, and (c) if and to the extent that the Administrative Agent has acquired any right, title or interest in or to the Trademark Collateral, transfers, conveys and assigns such right, title and interest to the Company, and (ii) any and all rights, title and interests of the Administrative Agent in the Trademark Collateral shall hereby terminate, cease and become void.

[SIGNATURE PAGE FOLLOWS]

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

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Kenneth A. Horner

Title: Managing Director

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	Application No. and/or <u>Registration No.</u>	Application Filing Date and/or Registration <u>Date</u>
Oregon Iron Works, LLC	"UNITED STREETCAR"	USA	3743396	January 26, 2010
Oregon Iron Works, LLC	"UNITED STREETCAR"	USA	3821463	July 20, 2010