

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		12/11/2017	Public Limited Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Paragon Technologies Incorporated		
Street Address:	2301 Windsor Court		
City:	Addison		
State/Country:	ILLINOIS		
Postal Code:	60101		
Entity Type:	Corporation: MICHIGAN		
Name:	STS Operating, Inc., a Delaware Corporation		
Street Address:	2301 Windsor Court		
City:	Addison		
State/Country:	ILLINOIS		
Postal Code:	60101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4433640	ALWAYS WORKING.	
Registration Number:	4345784	PARAGON	
Registration Number:	2854554	PARA-TRAC	
Registration Number:	4394978		
Registration Number:	4530316		
Registration Number:	2965018	ACTIVATION	
Registration Number:	2951506	AIR-DRECO	
Registration Number:	2951505	FAUVER	
Registration Number:	0967004	PABCO	
Registration Number:	2966522	SUNSOURCE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		

OP \$265.00 4433640

TRADEMARK

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: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	12/12/2017
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Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Barclays Bank PLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Public Limited Corporation

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 11, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Paragon Technologies Incorporated

Street Address: 2301 Windsor Court

City: Addison

State: Illinois

Country: USA Zip: 60101

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship USA-MI
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

December 11, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

STS Operating, Inc., a Delaware Corporation
2301 Windsor Court
Addison, IL 60101
Citizenship – USA – DE

Addendum to
Form TM-1
Name and address of
receiving party(ies)
STS Operating, Inc.
2301 Windsor Court
Addison, IL 60101
Citizenship – USA – DE

Addendum to
Form TM-1
Name and address of
receiving party(ies)
STS Operating, Inc.
2301 Windsor Court
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Addendum to
Form TM-1
Name and address of
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Addendum to
Form TM-1

Addendum to
Form TM-1

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of December 11, 2017 (the “Effective Date”), is made by Barclays Bank PLC, in its capacity as Administrative Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (each, a “Grantor”, and collectively, the “Grantors”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of February 12, 2014, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Collateral Agreement”), the Grantors granted to the Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantors executed and delivered an Intellectual Property Security Agreement, dated as of February 12, 2014 (the “Intellectual Property Security Agreement”), for recordal with the United States Patent and Trademark Office, pursuant to which the Grantors granted to the Agent, a security interest in and to all such Grantor’s right, title and interest in and to the Intellectual Property Collateral, including the Trademarks set forth on Schedule 1 attached hereto, and any and all proceeds of the foregoing;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on February 12, 2014 at Reel/Frame 005215/0240;

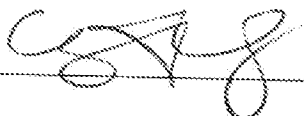
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Intellectual Property Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Intellectual Property Collateral, including the trademark registrations and applications set forth Schedule 1 attached hereto, arising under the Collateral Agreement and the Intellectual Property Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Intellectual Property Collateral under the Intellectual Property Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Intellectual Property Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by any Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

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

BARCLAYS BANK PLC, acting in its capacity as Administrative Agent for the Lenders

By: _____



Name:

Craig Malloy

Title:

Director

GRANTORS:

**PARAGON TECHNOLOGIES
INCORPORATED**

STS OPERATING, INC.

[Signature Page to IP Release]

**TRADEMARK
REEL: 006225 FRAME: 0824**

SCHEDULE 1

**Release of Trademark Security Agreement recorded February 12, 2014 at Reel/Frame
5215/0240**

U.S. Trademarks and Applications:

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Paragon Technologies Incorporated	ALWAYS WORKING	85706159 08/17/2012	4433640 11/12/2013
2.	Paragon Technologies Incorporated	PARAGON	85706121 08/17/2012	4345784 06/04/2013
3.	Paragon Technologies Incorporated	PARA-TRAC	76417155 06/06/2002	2854554 06/15/2004
4.	Paragon Technologies Incorporated	DESIGN ONLY	85706131 08/17/2012	4394978 09/03/2013
5.	Paragon Technologies Incorporated	DESIGN ONLY	85706176 08/17/2012	4530316 05/13/2014
6.	STS Operating, Inc.	ACTIVATION	78325529 11/10/2003	2965018 07/05/2005
7.	STS Operating, Inc.	AIR-DRECO	78325526 11/10/2003	2951506 05/17/2005
8.	STS Operating, Inc.	FAUVER	78325521 11/10/2003	2951505 05/17/2005
9.	STS Operating, Inc.	PABCO	72382198 01/28/1971	0967004 08/28/1973
10.	STS Operating, Inc.	SUNSOURCE	78326621 11/12/2003	2966522 07/12/2005