

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454620

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOCIETY NATIONAL BANK A/K/A KEYBANK NATIONAL ASSOCIATION		12/14/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TEMPO PRODUCTS COMPANY		
<b>Street Address:</b>	6200 COCHAN ROAD		
<b>City:</b>	SOLON		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44139		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0823350	TEMPO	
<b>Registration Number:</b>	0664885	TEMPO	
<b>Registration Number:</b>	0969036	T	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8446706009		
<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>			
<b>Phone:</b>	248-433-7200		
<b>Email:</b>	khopf@dickinsonwright.com		
<b>Correspondent Name:</b>	DICKINSON WRIGHT PLLC		
<b>Address Line 1:</b>	2600 WEST BIG BEAVER ROAD		
<b>Address Line 2:</b>	SUITE 300		
<b>Address Line 4:</b>	TROY, MICHIGAN 48084-3312		
<b>NAME OF SUBMITTER:</b>	William H. Honaker		
<b>SIGNATURE:</b>	/William H. Honaker/		
<b>DATE SIGNED:</b>	12/14/2017		
<b>Total Attachments: 13</b>			
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**Termination and Release of Security Interest in Trademarks**

Termination and Release dated as of 12-14-17 from Society National Bank a/k/a KeyBank National Association, grantor, as collateral agent pursuant to the agreement dated as of 1-26-94 to obligator.

Now, therefore for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by trademark collateral pursuant to the security agreement the receipt of adequacy of which are hereby acknowledged and upon the terms set forth in this termination and release, the agent hereby states as follows:

1. Definitions: The term trademark collateral as used herein, shall mean all the obligors right, title and interest of every kind and nature as of the date hereof is the trademarks listed on schedule A hereto.

2. Release of Security Interest: The agent hereby terminates, releases and discharges its security interest in the trademark collateral, and any right, title or interest of the agent in such trademark collateral shall hereby cease and become void.

In Witness whereof, the undersigned has executed this termination and release by its duly authorized officer as of the date first above written.

Keybank National Association  
Company

By: Virginia Kaldas

Printed Name: Virginia Kaldas

Title: Paidloan Specialist

12/12/2017 17:56 FAX 248 433 7274

Dickinson Wright

0003/0003

Schedule A

<u>Reg. No.</u>
823350
664885
969036

REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Tempo Products Company  
 6200 Cochran Road  
 Solon, Ohio 44139

Individual(s)  
 General Partnership  
 Corporation-State  
 Other

Association  
 Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: Society National Bank  
 Internal Address:  
 Street Address: 127 Public Square  
 City: Cleveland State: Ohio ZIP: 44114

Individual(s) citizenship:  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Other

Merger  
 Change of Name

Execution Date: January 26, 1994

4. Application number(s) or patent number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
 954,307  
 621,666

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Marc D. Follmer  
 Internal Address:  
 McDonald, Hopkins, Burke & Haber Co. LPA  
 Street Address: 2100 Bank One Center  
 City: Cleveland State: Ohio ZIP: 44114

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) \$ 290.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 (Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.  
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marc D. Follmer 120 WP 04/15/94 954307  
 Marc D. Follmer 120 WP 04/15/94 954307

Signature: Marc D. Follmer  
 Date: 5/31/94

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded with required cover sheet information to the Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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**ATTACHMENT TO COVER SHEET**

**ITEM NO. 4 (Continued)**

<b>REG. NO.</b>
664,885
677,850
710,145
823,350
695,429
626,792
823,351
969,036
1,757,971

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**SECURITY AGREEMENT WITH RESPECT TO TRADEMARKS**

This **SECURITY AGREEMENT WITH RESPECT TO TRADEMARKS** ("Agreement") is made as of this day 26<sup>th</sup> of January, 1994, by and between **TEMPO PRODUCTS COMPANY**, an Ohio corporation ("Borrower"), and **SOCIETY NATIONAL BANK** ("Bank").

**RECITALS**

WHEREAS, Borrower and Bank have entered into that certain Credit Facility and Security Agreement of even date herewith (as from time to time amended, modified or supplemented the "Credit Agreement") pursuant to which Bank has agreed to extend certain credit accommodations to Borrower upon the terms and conditions contained therein;

WHEREAS, pursuant to the Credit Agreement and the Uniform Commercial Code financing statements executed in connection therewith, Borrower has granted a security interest to Bank in certain of Borrower's assets, including, but not limited to, Borrower's trademarks, trademark registrations, trademark applications, and goodwill associated therewith;

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties to this Agreement, Borrower agrees as follows:

1. **Incorporation of Credit Agreement** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not defined herein shall have the meaning as set forth in the Credit Agreement. In the event of any conflict between the Credit Agreement and this Agreement, the terms and provisions of this Agreement shall control.

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2. Grant of Security Interest To secure the payment of the Obligations, Borrower hereby grants to Bank a security interest, effective immediately, in all of the Borrower's right, title and interest in the United States and in any and all foreign countries in and to all of Borrower's now owned, or existing and filed, and hereinafter acquired or arising and filed:

(i) Trademarks, trademark registrations, and trademark applications, including, but not limited to, the trademarks and trademark registrations, listed on Exhibit A, attached hereto and made a part hereof, and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under all trademarks and trademark applications, including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing trademarks, trademark registrations, trade names and applications are also hereinafter individually and/or collectively referred to as "Trademarks"); and,

(ii) The goodwill of Borrower's business connected with and symbolized by the Trademarks ("Goodwill").

3. Reports of Applications The Trademarks identified in Exhibit A comprise all of the U.S. trademark registrations and related applications now owned by Borrower. Upon request of Bank, Borrower shall provide Bank with a list of all new applications for registered trademarks and a list of issuance of any registered trademarks on its applications, which new applications and trademarks shall be subject to the terms and conditions of the Credit Agreement and this Agreement.

4. Representations, Warranties and Covenants of Borrower Borrower hereby represents and warrants to Bank, and covenants and agrees with Bank, that:

(i) To the best of Borrower's knowledge, the Trademarks have not been adjudged invalid or unenforceable, in whole or in part, and are not the subject of any challenge to their validity or enforceability;

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(ii) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable;

(iii) To the best of Borrower's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person and no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(iv) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any and all liens, charges and encumbrances including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Borrower not to sue third persons;

(v) Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks;

(vi) Except as disclosed on a schedule attached hereto, as of the date of this Agreement, Borrower has no pending applications for registration under 15 U.S.C. § 1051(a); (for unregistered marks already in use by Borrower) with the United States Patent and Trademark Office and Borrower has no pending applications for registration under 15 U.S.C. § 1051(b) (for unregistered marks not yet in use but intended to be used) with the United States Patent and Trademark Office for which a verified statement of use under 15 U.S.C. § 1051(d) has been filed in the United States Patent and Trademark Office;

(vii) Upon Borrower's filing of an application for registration under 15 U.S.C. § 1051(a) of a mark in use, or upon conversion of an application under 15 U.S.C. § 1051(b) to an application under § 1051(a), of any mark not assigned hereunder, Borrower agrees, at the request of Bank, to promptly execute a further security agreement with respect to such mark to Bank in form substantially similar to this Agreement; and

(viii) For any pending or future applications for registration of any mark not presently in use pursuant to 15 U.S.C. § 1051(b), upon Borrower's filing of a verified statement of use for any such mark with the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051(d), Borrower agrees, at the request of Bank, to promptly execute a further security agreement with respect to such mark to Bank in form substantially similar to this Agreement.

5. Bank's Exercise of Rights and Remedies Upon Default Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Bank may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement and any other loan and security agreement associated herewith.

6. Termination of Bank's Security Interest This Agreement is made for collateral security purposes only. Upon payment in full of all Indebtedness of Borrower to Bank, this Agreement shall terminate and Bank shall promptly execute and deliver to Borrower, at Bank's expense, all termination statements and other instruments as may be necessary or proper to terminate Bank's security interest in the Trademarks, subject to any disposition thereof which may have been made by Bank pursuant to this Agreement or the Credit Agreement.

7. Remedies Upon the occurrence of an Event of Default, Bank may exercise with respect to the Trademarks and Goodwill, all rights and remedies of a secured party under the Uniform Commercial Code and under other applicable law and other rights and remedies granted to Bank hereunder or under the Credit Agreement with respect to Collateral.

8. Proceeds Bank shall pay over the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, in connection with the exercise of its rights as a secured party upon default after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care, safekeeping or otherwise of any or all of the

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Trademarks and Goodwill or in any way relating to the rights of Bank hereunder, including attorneys fees and legal expenses, to the payment in whole or in part of the Obligations, in such order as Bank may elect, Borrower remaining liable for any deficiency remaining unpaid after such applications, and only after so paying over the net proceeds and after payment by Bank of any amount required by any provision of the law, need Bank account for the surplus, if any, to Borrower.

9. Restriction on Future Agreements Borrower will not, without Bank's prior written consent, enter into any Agreement, including, but not limited to, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Bank under this Agreement, or the rights associated with those trademarks which are necessary or desirable in the operation of Borrower's business,

10. Duties of Borrower Borrower shall have the duty, to the extent desirable of the normal conduct of Borrower's business and consistent with Borrower's current business practices:

- (i) to prosecute diligently any trademark application that is part of the trademarks pending as of the date hereof or thereafter until the termination of this Agreement,
- (ii) to make application for trademarks as Borrower deems appropriate, and,
- (iii) to take reasonable steps to preserve and maintain Borrower's rights in the trademark applications and trademark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be born by Borrower. Borrower shall not

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abandon any material Trademark which is the subject of a registered trademark or application and which is necessary in the operation of Borrower's business.

11. Bank's Right to Sue Upon the occurrence of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the trademarks, including, but not limited to, the right to bring suit for past infringements by third parties, and, if Bank shall commence any such suit, Borrower shall, at the request of Bank, assist with any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. Bank shall be responsible for all costs and expenses incurred by Bank in the exercise of its rights under this paragraph.

12. Liability of Bank Notwithstanding any provision of this Agreement or the Credit Agreement to the contrary, Bank shall not be liable to Borrower for any loss, costs, damages, or expenses arising from this Agreement including, but not limited to, any claim of abandonment of the Trademarks through an assignment in gross.

13. Waivers No course of dealing between Borrower and Bank, and no failure of exercise or delay in exercising on part of Bank or Borrower any right, power, or privilege hereunder, under the Credit Agreement or under any other agreement shall operate as a waiver of any of Bank's or Borrower's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under any other agreement shall preclude any other or further exercise thereof or the exercise of any right, power or privilege.

14. Governing Law This Agreement shall be governed by and construed in accordance with the internal laws and decisions of the State of Ohio.

15. Notices All notices or other communications hereunder shall be given in the manner and to the addresses as set forth in the Credit Agreement.

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16. Severability The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Modification This Agreement cannot be altered, amended, or modified in any way except as specifically provided herein or by a writing signed by the parties hereto.

18. Section Headings The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provision hereof.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement with respect to trademarks as of the day and year first above written.

TEMPO PRODUCTS COMPANY

By: *Frederick W. Asinari*  
Its: *Secretary*

STATE OF OHIO )  
 ) :SS  
COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said County and State, personally appeared the above-named TEMPO PRODUCTS COMPANY, an Ohio corporation, by *Frederick W. Asinari*, its *Secretary*, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this *26<sup>th</sup>* day of *January*, 1994.

*Carol T. Lencar*  
Notary Public  
CAROL T. LENCAR  
Notary Public - State of Ohio, Cuya. Cty.  
My Commission Expires May 4, 1997

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**EXHIBIT A**

**TO  
SECURITY AGREEMENT  
BY AND BETWEEN  
TEMPO PRODUCTS COMPANY  
AND  
SOCIETY NATIONAL BANK**

**TRADEMARKS**

RECORDED  
PATENT & TRADEMARK OFFICE

APR -5 94

TRADEMARK	RENEWAL	REG. NO.	REG. DATE	APPLN. NO.	APPLN. DATE	STATUS	F/S FILE
T TEMPO & DESIGN	03/06/03	954,307	03/06/73	72-410,866	12/22/71	Renewed	175
TEMPO	02/21/96	621,666	02/21/56	71-690,048	06/22/55	Registered	176
TEMPO	07/29/98	664,885	07/29/58	72-037,199	09/13/57	Renewed	176
TEMPO	05/05/99	677,850	05/05/59	72-056,811	08/07/58	Renewed	176
TEMPO	01/24/01	710,145	01/24/61	72-056,808	08/07/58	Renewed	176
TEMPO	07/31/07	823,350	01/31/67	72-227,529	09/09/65	Renewed	176
TEMPO	03/29/00	695,429	03/29/60	72-056,809	08/07/58	Registered	176
TEMPO INSTANT SPRAY	05/15/96	626,792	05/15/56	690,049	06/22/55	Registered	180
TEMPO TANKER	01/31/07	823,351	01/31/67	72-227,530	09/09/65	Renewed	181
T & DESIGN	09/25/03	969,036	09/25/73	72-410,867	12/22/71	Renewed	182
TEMPO	03/16/03	1,757,971	03/16/63	71-188,947	07/29/61	REGISTERED MARK	296

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