

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454807

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA, AS AGENT		12/15/2017	Bank: CANADA

RECEIVING PARTY DATA

Name:	MARINE ACQUISITION CORP.
Street Address:	1 SIERRA PLACE
City:	LITCHFIELD
State/Country:	ILLINOIS
Postal Code:	62056
Entity Type:	Corporation: DELAWARE
Name:	MARINE ACQUISITION (US) INCORPORATED
Street Address:	1 SIERRA PLACE
City:	LITCHFIELD
State/Country:	ILLINOIS
Postal Code:	62056
Entity Type:	Corporation: DELAWARE
Name:	SIERRA INTERNATIONAL INC.
Street Address:	1 SIERRA PLACE
City:	LITCHFIELD
State/Country:	ILLINOIS
Postal Code:	62056
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3428352	SIERRA
Registration Number:	3428353	SIERRA
Registration Number:	3587693	PRIME LINE
Registration Number:	4253040	DETWILER
Registration Number:	1525523	HYNAUTIC
Registration Number:	2492556	HPS
Registration Number:	974852	BIG-T

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2202339	NFB
Registration Number:	2445489	PRO SERIES
Registration Number:	3243436	QUICK CONNECT
Registration Number:	2260352	SAFE-T
Registration Number:	2193509	SAFE-T QC
Registration Number:	1382900	SEASTAR
Registration Number:	2182746	PRO TRIM
Registration Number:	4348837	PROHEAT
Registration Number:	1835349	PROHEAT
Serial Number:	85446602	XTREME
Serial Number:	85734561	STATS SIERRA TOUCH AND TEST SYSTEM
Serial Number:	85734538	STATS
Serial Number:	85874394	PRIME LINE
Serial Number:	85874388	PRIME LINE
Serial Number:	85782190	PRIME LINE
Serial Number:	85843296	SEASTAR SOLUTIONS
Serial Number:	85843274	SEASTAR
Serial Number:	85901414	
Serial Number:	85898804	

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532

Email: alanagramer@paulhastings.com

Correspondent Name: Katherine Forer, Esq.

Address Line 1: 200 Park Avenue

Address Line 2: 28th Fl.

Address Line 4: New York, D.C. 10166

ATTORNEY DOCKET NUMBER: F174389

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /ALANA GRAMER/

DATE SIGNED: 12/15/2017

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of December 15, 2017 and delivered by ROYAL BANK OF CANADA, in its capacity as Administrative Agent and Collateral Agent for the Lenders (together with any successors and permitted assigns thereto in such capacity, the "Agent"), in favor of MARINE ACQUISITION CORP., a Delaware corporation (the "Borrower"), MARINE ACQUISITION (US) INCORPORATED ("MAI") and SIERRA INTERNATIONAL LLC (as successor to Sierra International Inc.) ("Sierra") (each of Borrower, Holdings, MAI, and Sierra, individually a "Grantor", and collectively, the "Grantors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below) and if not defined therein, then the meanings given in the Guarantee and Collateral Agreement (as defined below) or the Credit Agreement (as defined below), as the case may be.

WHEREAS, pursuant to that certain Credit Agreement dated as of January 30, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), the Grantors and the Agent entered into that certain Guarantee and Collateral Agreement dated as of January 30, 2014, (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") and that certain Trademark Security Agreement, dated as of January 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 30, 2014 in Reel 5204, Frame 0584;

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor pledged and granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title or interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter may have acquired any right, title or interest (collectively, the "Trademark Collateral"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including those registrations and registration applications in the United States Patent and Trademark Office (or any successor office) referred to on Schedule I attached hereto, but excluding any "intent to use" trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law (the "Trademarks"), (b) all goodwill associated with or symbolized by the Trademarks, and (c) all other assets, rights and interests that uniquely reflect or embody such Trademarks; and

WHEREAS, the Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to each Grantor, without representation or warranty of any kind, express or implied, free and clear of any claims by Agent, all right, title or interest of the Agent in, to or under the Trademark Collateral.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

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

ROYAL BANK OF CANADA,
as Administrative Agent and Collateral
Agent




By: 
Name: Ann, Hurley
Title: Manager, Agency

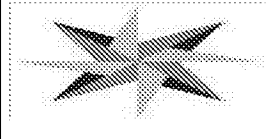
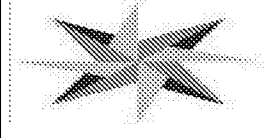
[Signature Page to Trademark Release]

SCHEDULE I

U.S. Trademark Registrations and U.S. Trademark Applications

Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
U.S	SIERRA	Registered	78760217	23-Nov-2005	3428352	13-May-2008	Sierra International Inc.
U.S		Registered	78760221	23-Nov-2005	3428353	13-May-2008	Sierra International Inc.
U.S	PRIME LINE	Registered	77079241	09-Jan-2007	3587693	10-Mar-2009	Sierra International Inc.
U.S.	DETWILER	Registered	85554970	28-Feb-2012	4253040	04-Dec-2012	Marine Acquisition Corp.
U.S		Registered	73696582	20-Nov-1987	1525523	21-Feb-1989	Marine Acquisition Corp.
U.S		Registered	76146814	13-Oct-2000	2492556	25-Sept-2001	Marine Acquisition Corp.
U.S	BIG-T	Registered	72429376	10-Jul-1972	974852	18-Dec-1973	Marine Acquisition Corp.
U.S		Registered	75/201255	22-Oct-1996	2202339	03-Nov-1998	Marine Acquisition Corp.
U.S		Registered	75538305	18-Aug-1998	2445489	24-Apr-2001	Marine Acquisition Corp.
U.S	QUICK CONNECT	Registered	77019695	12-Oct-2006	3243436	22-May-2007	Marine Acquisition Corp.
U.S	SAFE-T	Registered	75340380	13-Aug-1997	2260352	13-Jul-1999	Marine Acquisition Corp.

Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
U.S	SAFE-T QC	Registered	75318729	02-Jul-1997	2193509	06-Oct-1998	Marine Acquisition Corp.
U.S	SEASTAR	Registered	73507591	07-Nov-1984	1382900	18-Feb-1986	Marine Acquisition Corp.
U.S	PRO TRIM	Registered	75122587	20-Jun-1996	2182746	18-Aug-1998	Marine Acquisition Corp.
U.S.	PROHEAT	Registered	85551283	23-Feb-2012	4348837	11-Jun-2013	Marine Acquisition Corp.
U.S.		Registered	74367511	12-Mar-1993	1835349	10-May-1994	Marine Acquisition Corp.
U.S.	XTREME	Pending	85446602	13-Oct-2011	N/A	N/A	Marine Acquisition (US) Incorporated
U.S.	STATS SIERRA TOUCH AND TEST SYSTEM (Stylized) 	Published (Pending)	85734561	20-Sep-2012	N/A	N/A	Sierra International Inc.
U.S.	STATS	Published (Pending)	85734538	20-Sep-2012	N/A	N/A	Sierra International Inc.
U.S.	PRIME LINE	Pending	85874394	12-Mar-2013	N/A	N/A	Sierra International Inc.
U.S.	PRIME LINE and Design 	Pending	85874388	12-Mar-2013	N/A	N/A	Sierra International Inc.
U.S.	PRIME LINE	Published (Pending)	85782190	18-Nov-2012	N/A	N/A	Sierra International Inc.
U.S.	SEASTAR SOLUTIONS	Pending	85843296	07-Feb-2013	N/A	N/A	Marine Acquisition Corp.
U.S.	SEASTAR	Pending	85843274	07-Feb-	N/A	N/A	Marine Acquisition

Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
				2013			Corp.
U.S.		Pending	85901414	11-Apr-2013	N/A	N/A	Marine Acquisition Corp.
U.S.		Pending	85898804	09-Apr-2013	N/A	N/A	Marine Acquisition Corp.