# CH \$90.00 063

ETAS ID: TM463277

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TAYLOR PRECISION PRODUCTS, INC., as successor-in-interest to Figgie International Inc.		02/16/2018	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	TAYLOR PRECISION PRODUCTS, INC., as successor-in-interest to Figgie Licensing Corporation		
Street Address:	2311 WEST 22ND STREET		
Internal Address:	SUITE 200		
City:	OAK BROOK		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	0639634	BI-THERM
Registration Number:	0280982	HUMIDIGUIDE
Registration Number:	0198350	TEMPRITE

#### **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.

Email: mcastle@paulweiss.com, aspoto@paulweiss.com,

dewilliams@paulweiss.com

**Correspondent Name:** Matthew Castle

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	20099-007
NAME OF SUBMITTER:	Matthew Castle
SIGNATURE:	/Matthew Castle/

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DATE SIGNED:	02/26/2018		
Total Attachments: 4			
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## NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of February 16, 2018 is made by TAYLOR PRECISION PRODUCTS, INC. (as successor-in-interest to Figgie International Inc.), in its capacity as Assignee (referred to herein as the "Assignee"), in favor of TAYLOR PRECISION PRODUCTS, INC., a Delaware corporation (as successor-in-interest to Figgie Licensing Corporation) (the "Company"), pursuant to that certain Trademark Collateral Security and Pledge Agreement, dated as of June 30, 1994 (and as the same may be further amended or modified from time to time, the "Security Agreement"), among Figgie Licensing Corporation and Figgie International Inc.

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to the Security Agreement, Figgie Licensing Corporation pledged and granted to Figgie International Inc. a lien on and continuing security interest in all of its intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on <u>Schedule A</u> attached hereto, together with the goodwill of the business symbolized thereby (the "<u>Released Trademarks</u>");

WHEREAS, Figgie International Inc. recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "<u>USPTO</u>") on August 3, 1994, at Reel/Frame No. 1193/0096; and

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of November 25, 1996, by and between Figgie International Inc. and the Company, the Company acquired all of Figgie International Inc. and Figgie Licensing Corporation's rights in and to the Released Trademarks;

WHEREAS, the Assignee has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignee agrees, for the benefit of the Company, as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreements, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreements).
- SECTION 2. <u>Release of Security Interest</u>. The Assignee does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.
- SECTION 3. <u>Termination</u>. The Assignee, without any recourse, representation or warranty, hereby terminates and cancels the Security Agreement.

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SECTION 4. Further Assurances. The Assignee hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Assignee in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Assignee further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. <u>Choice of Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

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IN WITNESS WHEREOF, the Assignee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

TAYLOR PRECISION PRODUCTS, INC., as Assignee

Name: Title:

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# SCHEDULE A

# **U.S. Trademark Applications and Registrations**

Mark Name	Serial No.	Filing Date	Registration No.	Registration Date
BI-THERM	72005465	03/29/1956	0639634	01/08/1957
HUMIDIGUIDE	71307291	10/28/1930	0280982	03/03/1931
TEMPRITE	71207479	12/30/1924	0198350	05/12/1925

**RECORDED: 02/26/2018** 

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