

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM467926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Lending Partners LLC		03/28/2018	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Husky Injection Molding Systems Ltd.		
Street Address:	500 Queen Street South		
City:	Bolton, Ontario		
State/Country:	CANADA		
Postal Code:	L7E 5S5		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	846672	HUSKY	
Registration Number:	1055403	HUSKY	
Registration Number:	2325481	HUSKY	
Registration Number:	1773293	HUSKY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	03/30/2018		
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):

Goldman Sachs Lending Partners LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Bank _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) March 28, 2018

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Trademarks

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Husky Injection Molding Systems Ltd.

Street Address: 500 Queen Street South

City: Bolton

State: Ontario

Country: Canada Zip: L7E 5S5

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Ontario, Canada
☐ 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 _____

B. Trademark Registration No.(s) _____

See attached Schedule A

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: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 05501.0409

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

6

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:



Signature

March 30, 2018

Date

Doris Ka

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

**TRADEMARK
REEL: 006313 FRAME: 0810**

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Termination and Release”), dated as of March 28, 2018, is made by GOLDMAN SACHS LENDING PARTNERS LLC, as the successor Collateral Agent (in such capacity, the “Collateral Agent”) to Morgan Stanley Senior Funding, Inc. (the “Retired Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of Husky Injection Molding Systems Ltd., an Ontario corporation (the “Borrower”). Capitalized terms used but not defined herein shall have the meanings given to them in the First Lien Credit Agreement, the Security Agreement or the Resignation, Waiver, Consent and Appointment Agreement (each as defined below) unless otherwise specified herein.

WITNESSETH:

WHEREAS, Husky Injection Molding Systems Ltd., Husky Intermediate Inc. (“Grantor”) and certain other Subsidiaries of the Borrower, entered into that certain Credit and Guaranty Agreement, dated as of June 30, 2011, as amended and restated on June 30, 2014 (the “First Lien Credit Agreement”) with the Lenders, Retired Agent, and other parties thereto;

WHEREAS, pursuant to that Security and Pledge Agreement dated June 30, 2011 (as amended and restated on June 30, 2014, the “Security Agreement”), (i) Grantor granted a security interest (the “Security Interest”) to Retired Agent, as collateral agent for the Lenders thereunder, in the Trademarks set forth on Schedule A (the “Trademark Collateral”) and certain other Intellectual Property; and (ii) Retired Agent and Grantor executed that certain Intellectual Property Security Agreement dated as of June 30, 2011 (the “IP Security Agreement”) to record such Security Interest at the U.S. Patent and Trademark Office (“USPTO”), and such Security Interest was recorded at the USPTO on July 12, 2011 at Reel 4580 and Frame 0486;

WHEREAS, pursuant to that certain (i) Resignation, Waiver, Consent and Appointment Agreement, dated as of June 30, 2014, among Grantor, Collateral Agent, Retired Agent and other parties thereto, and (ii) Partial Payoff Letter, dated as of June 30, 2014 (collectively the “2014 Agreements”), Retired Agent assigned to Collateral Agent, effective as of June 30, 2014, each of the Liens and security interests granted to Retired Agent under the 2011 Loan Documents and Collateral Agent assumed all such Liens, for its benefit and for the ratable benefit of all other Secured Parties under the Loan Documents, and (iii) such assignment was confirmed in that Confirmation of Assignment of Security Interest in Trademark Rights recorded with the USPTO as of January 29, 2018 at Reel 6259 and Frame 0414, a correction to which was later recorded with the USPTO on March 5, 2018 at Reel 6283 and Frame 0597.

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral granted by Grantor;

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

1. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

2. Recordation. The Collateral Agent hereby authorizes the Grantor or any of its respective authorized representatives to file this Termination and Release with the USPTO or any other applicable governmental office. The Collateral Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Termination and Release.

3. Execution in Counterparts. This Termination and Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Further Assurances. The Collateral Agent hereby agrees to take all further actions and execute and deliver all further documents reasonable requested by Grantor, at Grantor's sole expense, to more fully and effectively effectuate the purposes of this Termination and Release.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GOLDMAN SACHS LENDING PARTNERS LLC
As Collateral Agent

By: 

Name:

Title:

Douglas Tansey
Authorized Signatory

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS]

Schedule A

Trademarks

Trademark :	Jurisdiction .	Application Number	Application Date	Registration Number	Registration Date
HUSKY	Canada	598543	1/8/1988	TMA379,864	2/15/1991
HUSKY	Canada	348176	11/25/1971	TMA191,207	5/25/1973
HUSKY	United States of America	72/265630	2/28/1967	846672	3/26/1968
HUSKY	United States of America	73/009896	1/2/1974	1055403	1/4/1977
HUSKY (Services)	Canada	881805	6/18/1998	TMA538,859	12/19/2000
HUSKY (Services)	United States of America	75/516874	6/10/1998	2325481	3/7/2000
HUSKY DESIGN	Canada	645932	1/17/1990	TMA384,609	5/17/1991
HUSKY DESIGN	United States of America	74/042125	3/26/1990	1773293	5/25/1993
HUSKY KEEPING OUR CUSTOMERS IN THE LEAD	Canada	1387346	3/18/2008	TMA738,348	4/20/2009
HUSKY KEEPING OUR CUSTOMERS IN THE LEAD	Canada	1387350	3/1 ⁸ / ₂ 008	TMA738,347	4/20/2009
HUSKY KEEPING OUR CUSTOMERS IN THE LEAD	United States of America	1144184	4/17/2008	3612714	4/28/2009
HUSKY KEEPING OUR CUSTOMERS IN THE LEAD	United States of America	8300551	7/13/2009	3856927	5/10/2010