

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF CERTAIN ASSIGNED TRADEMARK		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		05/14/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	WHITESELL FORMED COMPONENTS, INC.		
Street Address:	5190 OLD EASTON ROAD		
City:	DANBORO		
State/Country:	PENNSYLVANIA		
Postal Code:	18916		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1654165	FSI	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212) 455-2256		
Email:	ksolomon@stblaw.com		
Correspondent Name:	CECILLIA XIE, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2042		
NAME OF SUBMITTER:	Cecillia Xie		
SIGNATURE:	/CX/		
DATE SIGNED:	05/17/2018		
Total Attachments: 3			
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RELEASE OF CERTAIN ASSIGNED TRADEMARK

This **RELEASE OF CERTAIN ASSIGNED TRADEMARK**, dated as of May 14, 2018 (this "Release"), is made by JPMORGAN CHASE BANK, N.A., a National Banking Association, located at 10 S. Dearborn Street, 7th Floor, Chicago, IL 60603, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Administrative Agent"), in favor of WHITESELL FORMED COMPONENTS, INC., an Alabama corporation, located at 5190 Old Easton Road, Danboro, PA 18916 (the "Obligor").

WITNESSETH:

WHEREAS, Obligor and Administrative Agent are parties to that certain Trademark Security Agreement, dated as of June 27, 2017 (the "Security Agreement"), pursuant to which Obligor assigned and transferred to the Administrative Agent, and thereby granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined therein), including the Assigned Trademark (as defined below), as collateral security for the prompt and complete payment and performance when due of the Obligor's Secured Obligations;

WHEREAS, the Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on July 10, 2017, at Reel 006102, Frame 0279;

WHEREAS, Obligor entered into that certain Trademark Assignment, dated as of June 26, 2017 (the "Trademark Assignment"), pursuant to which Obligor sold, assigned and transferred unto FASTENING SOLUTIONS, INC., an Alabama corporation, located at 3075 Selma Highway, Montgomery, AL 36108 (the "Assignee"), the entire right, title and interest for the United States and its territories, and all foreign countries, in and to United States Trademark Registration No. 1,654,165 (the "Assigned Trademark"), and, *inter alia*, all goodwill associated therewith;

WHEREAS, the Trademark Assignment was recorded with the Trademark Division of the United States Patent and Trademark Office on June 29, 2017, at Reel 006094, Frame 0261;

WHEREAS, the Security Agreement included the Assigned Trademark in the Trademark Collateral, and Assignee has requested that Administrative Agent release its security interest in the Assigned Trademark; and

WHEREAS, Administrative Agent now desires to terminate and release its security interest in the Assigned Trademark.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the Trademark Assignment, and upon the terms set forth in this Release, the Administrative Agent hereby agrees as follows:

SECTION 1. Defined Terms.

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

SECTION 2. Release of Security Interest.

Administrative Agent hereby terminates, releases and discharges its security interest and any right, title and interest it may have acquired in the Assigned Trademark. Pursuant to this Release, the Administrative Agent does not terminate, release or discharge its security interest in any other collateral of Obligor, including without limitation any Trademark Collateral of Obligor other than the Assigned Trademark, each of which shall remain in full force and effect.

SECTION 3. Further Assurances.

Administrative Agent authorizes and requests that the United States Patent and Trademark Office record this Release to evidence the release and termination of its rights (if any) with respect to the Assigned Trademark.

SECTION 4. Governing Law.

This Release and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed and interpreted in accordance with, the law of the state of New York without regard to conflicts of law rules that would result in the application of a different governing law (other than any mandatory provisions of the UCC relating to the law governing perfection and effect of perfection of the security interests).

SECTION 5. Counterparts.

This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Daniel Reagle
Title: Authorized Signer