# OP \$65.00 4360378

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM483255

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

### **CONVEYING PARTY DATA**

| Name     | Formerly | Execution Date | Entity Type                         |
|----------|----------|----------------|-------------------------------------|
| PNC BANK |          | 06/29/2018     | National Association: UNITED STATES |

### **RECEIVING PARTY DATA**

| Name:           | EXTREME PLASTICS PLUS, LLC          |  |
|-----------------|-------------------------------------|--|
| Street Address: | 360 Epic Circle Drive               |  |
| City:           | Fairmont                            |  |
| State/Country:  | WEST VIRGINIA                       |  |
| Postal Code:    | 26554                               |  |
| Entity Type:    | Limited Liability Company: DELAWARE |  |

### **PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4360378 | EP        |
| Registration Number: | 4360379 | EPIC 360  |

## **CORRESPONDENCE DATA**

**Fax Number:** 8446706009

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:** 313-223-3461

Email: nmitchell@dickinsonwright.com

Correspondent Name: Daniel F. Burkhart

Address Line 1: 500 WOODWARD AVENUE

Address Line 2: SUITE 4000

Address Line 4: DETROIT, MICHIGAN 48226

| ATTORNEY DOCKET NUMBER: | 66660-48             |
|-------------------------|----------------------|
| NAME OF SUBMITTER:      | Daniel F. Burkhart   |
| SIGNATURE:              | /Daniel F. Burkhart/ |
| DATE SIGNED:            | 07/25/2018           |

**Total Attachments: 3** 

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### RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This Release of Security Interests in Trademarks ("<u>Release</u>") is made as of June 29, 2018, by PNC BANK, NATIONAL ASSOCIATION ("<u>Secured Party</u>"), in favor of EXTREME PLASTICS PLUS, LLC, a Delaware limited liability company (the "<u>Grantor</u>").

WHEREAS, a Trademark Security Agreement between the Secured Party and Grantor was recorded on May 5, 2017 with the Assignment Recordation Branch of the U.S. Patent and Trademark Office, at Reel 6051, Frame 0394 (the "Security Agreement").

WHEREAS, Secured Party has agreed to terminate, release and discharge its security interest in all the trademarks subject to the Security Agreement, including the trademarks listed on <u>Schedule A</u> (collectively, the "<u>Trademarks</u>").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

All of Secured Party's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created against the Trademarks pursuant to the Security Agreement (collectively, the "Security Interests") are hereby automatically terminated, released and discharged, and the Secured Party shall sign any additional termination documents reasonably requested by Grantor at Grantor's cost and expense, including filings with the U.S. Patent and Trademark Office against the Trademarks, as shall be necessary to effect the termination, release and discharge of all of the Security Interests, each at Grantor's cost and expense.

If and to the extent that Secured Party has acquired any right, title or interest in or to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to Grantor, along with any goodwill in the Trademarks that the Secured Party may have acquired.

This Release shall be governed by the laws of the State of New York. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one and the same instrument, and any signature page delivered by electronic transmission shall have same effect as the delivery of an original thereof.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be signed as of the date first set forth above by a duly authorized representative.

**SECURED PARTY:** 

PNC BANK, NATIONAL ASSOCIATION

Name

Title: 1/ My / Oces

# **SCHEDULE A**

# **TRADEMARKS**

| U.S. Trademark   | Registration<br>Number | Registration<br>Date | Status of<br>Mark | Current Owner/<br>Applicant   |
|------------------|------------------------|----------------------|-------------------|-------------------------------|
| "E P" and design | 4360378                | 7/2/2013             | Registered        | Extreme Plastics Plus,<br>LLC |
| "EPIC 360"       | 4360379                | 7/2/2013             | Registered        | Extreme Plastics Plus,<br>LLC |

**RECORDED: 07/25/2018**