

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM482914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The PrivateBank		08/17/2017	National Banking Association: ILLINOIS
RECEIVING PARTY DATA			
Name:	Atlas Die, LLC		
Street Address:	2000 Middlebury St.		
City:	Elkhart		
State/Country:	ILLINOIS		
Postal Code:	46514		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85768024	SHEET GLIDER	
Serial Number:	85767979	SHEET RIDER	
Registration Number:	1979693	POSI-FIT	
Registration Number:	2395517	NEVERDIE DIE	
Serial Number:	76450116	SPEEDBAR	
CORRESPONDENCE DATA			
Fax Number:	6169881736		
<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:	616-831-1736		
Email:	petersonl@millerjohnson.com		
Correspondent Name:	Brittany R. Harden		
Address Line 1:	45 Ottawa Ave SW, Suite 1100		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	41975-3		
NAME OF SUBMITTER:	Brittany R. Harden		
SIGNATURE:	/Brittany R. Harden/		
DATE SIGNED:	07/23/2018		

CH \$140.00 85768024

Total Attachments: 5

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August 17, 2017

Atlas Die, LLC
Bernal, LLC

LN#29266-61522 & 29266-61513 (TERM) & 29274-61545 & 29274-61538 (RLOC)

Payoff Date: August 18, 2017

Ladies and Gentlemen:

Reference is made to (i) the loan agreement and/or note (the "Credit Agreement") that governs the above referenced loan from The PrivateBank and Trust Company (in such capacity, "Lender") to Atlas Die, LLC & Bernal, LLC ("Borrower") and (ii) all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto and all documents related to any interest rate swap, hedge, collar or other derivative products among Borrower or any other guarantor or co-obligor under the Credit Agreement and Lender (together with the Credit Agreement, collectively, the "Credit Documents"). Lender understands that as of the Payoff Effective Time (as hereinafter defined), Borrower expects to repay in full all obligations and liabilities of Borrower to Lender under or in respect of the Credit Agreement and other Credit Documents and that such repayment may be made, in whole or in part, from the proceeds of a loan from one or more financial institutions (collectively, the "New Lender").

Assuming no additional loans, letters of credit or other advances are made or repaid for the benefit of Borrower and no other additional principal obligations are incurred or paid by Borrower in the interim under the Credit Agreement or other Credit Documents, upon Lender's receipt on or before 1:00 p.m. CST on August 18, 2017 (the "Payoff Date") of (i) a federal funds wire transfer in the amount of the Payoff Amount (as defined on Schedule A & B hereto), which amount represents the obligations outstanding under the Credit Documents, and (ii) a counterpart signature to this letter signed by Borrower (the time at which all of the foregoing conditions shall first be satisfied is herein referred to as the "Payoff Effective Time"), Lender acknowledges and agrees that (1) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrower, guarantors or co-obligors under or relating to the Credit Documents shall be paid and satisfied in full and discharged, terminated and released, (2)

all security interests and other liens granted to or held by Lender in any of the assets and property of Borrower and any guarantors or co-obligors that provide security in respect of the Credit Documents (the "Property") shall be satisfied, released and discharged, (3) the Credit Documents shall terminate and be of no further force or effect and (4) Borrower, or the New Lender at the direction of Borrower, may file such Uniform Commercial Code termination statements with respect to financing statements on record as of the date hereof naming Borrower and any guarantors or co-obligors in respect of the Credit Documents as debtor and Lender as secured party and any other termination and lien release documents as are necessary or desirable to evidence the termination of the liens set forth in clause (2) above. Upon the Payoff Effective Time, Lender further agrees to deliver to Borrower any original stock certificates and other instruments in Lender's possession and to take all reasonable additional steps requested by New Lender or Borrower as may be necessary to release its security interests in the Property. Borrower agrees to pay Lender for all reasonable and documented out-of-pocket costs and expenses incurred by Lender in connection with the matters referred to in the previous sentence, and acknowledges that Lender's execution of and/or delivery of any documents releasing any security interest or claim in any property of Borrower and any guarantors or co-obligors in respect of the Credit Documents as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Lender as to Lender's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any collateral, or any other matter. The Payoff Amount is valid for 10 days from the date of this letter, but must be confirmed by telephone or email on the Payoff Date.

The parties hereto agree that (i) the reimbursement, indemnification obligations and exculpation provisions contained in the Credit Agreement and other Credit Documents shall be continuing and shall survive any termination of the Credit Agreement and the other Credit Documents, and (ii) if any payment to Lender in connection with the Credit Agreement or the other Credit Documents shall be returned by Lender, in whole or in part, in any bankruptcy, insolvency or similar proceeding, then the liability for such payment and the applicable provisions of the Credit Agreement and the other Credit Documents shall be reinstated.

Borrower hereby confirms that the commitments of Lender to make Loans, issue letters of credit or make any other advance under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, Lender shall not have any further obligation to make Loans to, issue letters of credit on behalf of or make other advances to Borrower or to renew, extend or amend any existing letter of credit. Borrower further confirms that, except as specifically referenced in this letter, no letters of credit issued by Bank for which Borrower or any of its affiliates were the applicant are outstanding and no swap, collar, cap, future, forward or derivative transactions, including any involving interest rates or currencies, which Borrower or any of its affiliates, on the one side, and Bank, on the other, are counterparties exist. If the immediately preceding confirmation is not accurate, Bank reserves the right to maintain its security interests in the Property.

In addition, Borrower, on behalf of itself and the other parties to the Credit Documents, agrees that, upon the Payoff Effective Time, Borrower and such other parties release Lender and



its affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which Borrower or any such other party every had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Documents.

This Agreement shall be governed by the internal laws of the State of Illinois. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties and Lender's undertakings herein are made solely for your benefit and may not be relied upon or enforced by any other person. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

If you need additional information, please do not hesitate to contact us.

Thank you,

The PrivateBank and Trust Company, as Lender

By: 

Name: Linda Ross

Title: Managing Director



SCHEDULE A

PAYOFF AMOUNT

LN#29266-61522 & 29266-61513 (TERM)

Payoff Date: August 18, 2017

Current Principal Balance	\$0.00
LN#29266-61522	\$0.00
LN#29266-61513	\$1,366,265.00
Interest accrued to 8/18/2017 the Payoff Date	\$0.00
LN#29266-61522	\$0.00
LN#29266-61513	\$2,873.21
Other Fees and Charges:	\$0.00
Release Fee	\$0.00
Prepayment Penalty Fee	\$0.00
Late Charges	\$0.00
Unpaid Loan Fees	\$0.00
Appraisal Fee	\$0.00
Legal Fees	\$0.00
Other Fees and Expenses	\$0.00
Total Other Fees and Charges	

Total Amount Due to Lender: **\$1,369,138.21**

Payments received after 1:00 pm CST on the Payment Date or on any date thereafter must include an additional \$179.58 – LN#29266-61513 & \$0.00 – LN#29266-61522 per day of interest and fees (the "Per Diem Amount"). The Total Amount Due to Lender plus any applicable Per Diem Amount is referred to in this letter as the "Payoff Amount".

Payments should be made to:

The PrivateBank and Trust Company

Account Name: Loan Control

Acct #: 150805001

ABA Routing # 071006486

Reference: Atlas Die, LLC & Bernal, LLC & LN#29266-61522 & 29266-61513 (TERM)

Payments may also be made by cashier check sent via overnight mail or courier, but may not be credited to the Borrower's account on the date received, in which case Borrower will owe the relevant Per Diem Amount. Such checks should be sent to The PrivateBank, 70 West Madison, Suite 200, Chicago, IL 60602, Attn: Loan Payoffs



SCHEDULE B

PAYOFF AMOUNT

LN#29274-61545 & 29274-61538 (RLOC)

Payoff Date: August 18, 2017

Current Principal Balance		\$0.00
LN#29274-61545		\$2,050,000.00
LN#29274-61538		\$640,000.00
Interest accrued to 8/18/2017 the Payoff Date		\$0.00
LN#29274-61545		\$12,363.02
LN#29274-61538		\$1,345.90
Other Fees and Charges:		\$0.00
Release Fee	\$	\$0.00
Prepayment Penalty Fee	\$	\$0.00
Late Charges	\$	\$0.00
Unused Line Fee	\$1,491.04	\$0.00
Appraisal Fee	\$	\$0.00
Legal Fees	\$	\$0.00
Other Fees and Expenses	\$	\$0.00
Total Other Fees and Charges		\$1,491.04
Total Amount Due to Lender:		\$2,705,199.96

Payments received after 1:00 pm CST on the Payment Date or on any date thereafter must include an additional \$266.78 – LN#29274-61545, \$84.12 – LN#29274-61538 & \$29.27 for Unused Line Fees per day of interest and fees (the "Per Diem Amount"). The Total Amount Due to Lender plus any applicable Per Diem Amount is referred to in this letter as the "Payoff Amount".

Payments should be made to:

The PrivateBank and Trust Company

Account Name: Loan Control

Acct #: 150805001

ABA Routing # 071006486

Reference: Atlas Die, LLC & Bernal, LLC & LN#29274-61545 & 29274-61538 (RLOC)

Payments may also be made by cashier check sent via overnight mail or courier, but may not be credited to the Borrower's account on the date received, in which case Borrower will owe the relevant Per Diem Amount. Such checks should be sent to The PrivateBank, 70 West Madison, Suite 200, Chicago, IL 60602, Attn: Loan Payoffs

170 South La Salle Street • Chicago, Illinois 60603 • Tel 312 564 3000 • ThePrivateBank.com

Equal Housing Lender