

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fidus Investment Corporation		10/01/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	TMD WEK South LLC		
Street Address:	1429 Coining Drive		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43612		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86253846	POLYFLANGE	
Registration Number:	1052870	POLY FLOAT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2026638918		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	Pillsbury Winthrop Shaw Pittman, LLP, 12		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	043835-0000002		
NAME OF SUBMITTER:	Patrick J. Jennings		
SIGNATURE:	/Pat Jennings/		
DATE SIGNED:	10/02/2018		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of October 1, 2018 (“Release”), is made by FIDUS INVESTMENT CORPORATION, a Maryland corporation, as collateral agent for the Lenders (“Agent”) in favor of TMD WEK LLC., a Delaware limited liability company (“Company”), pursuant to that certain Amended and Restated Senior Subordinated Loan and Security Agreement dated December 18, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Loan Agreement”), among TMD WEK SOUTH LLC (“Company Affiliate”), the Borrowers from time to time party thereto, the Lenders from time to time party thereto, and Agent.

WHEREAS, pursuant to that certain Trademark and Patent Security Agreement dated December 18, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among Company, Agent, and others party thereto, which is recorded at the United States Patent and Trademark Office (“USPTO”) on December 19, 2014 at Reel 034556 Frame 0563 and Reel 5422 and Frame 0847 (“Notices”), Company Affiliate granted to Agent, for the benefit of the Lenders, a continuing security interest in, and right of set off against, any and all of Company Affiliate’s right, title, and interest in and to certain intellectual property, including the Trademarks and Patents listed on Schedule A attached hereto (the “Specified Collateral”); and

WHEREAS, upon its dissolution, Company Affiliate granted to Company all right, title, and interest in and to the Specified Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of the Lenders, and Company agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Loan Agreement or the Security Agreement.

SECTION 2. Termination and Release. Agent, on behalf of the Lenders, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and right to set off against Company’s right, title, and interest in and to the Specified Collateral (including any reissues, continuations, or extensions thereof), granted pursuant to the Security Agreement or Notices; and

(b) authorizes the recordation of this Release with the USPTO at Company’s expense.

IN WITNESS WHEREOF, Agent, on behalf of the Lender, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Agent:

FIDUS INVESTMENT CORPORATION, as collateral agent

By: *W. Andrew Worth*

Name: *W. Andrew Worth*

Title: *Authorized Signatory*

Acknowledged and Agreed
as of the date first written above:

TMD WEK LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Agent, on behalf of the Lender, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Agent:

FIDUS INVESTMENT CORPORATION, as collateral agent

By: _____

Name: _____

Title: _____

Acknowledged and Agreed
as of the date first written above:

TMD WEK LLC

By: William R. Dylan

Name: William R. Dylan

Title: CEO

SCHEDULE A

Trademarks

Trademark Registration No.	Country	Registration Date	Trademark
86/253,846 (Serial No.)	USA	04/16/2014	POLYFLANGE
1052870	USA	11/16/1976	POLY FLOAT (stylized & design)

Patents

Country	Patent No.	Issue Date	Title
USA	D496624	09/28/2004	Blow-molded dock float
USA	6,374,763	04/23/2002	Blow molded dock float