

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		10/01/2018	Association: OHIO
RECEIVING PARTY DATA			
Name:	Ameridrives International, LLC		
Street Address:	1802 Pittsburgh Ave.		
City:	Erie		
State/Country:	PENNSYLVANIA		
Postal Code:	16502		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	BOSTON GEAR LLC		
Street Address:	701 Carrier Drive		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28216		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	TB WOOD'S INCORPORATED		
Street Address:	440 North Fifth Avenue		
City:	Chambersburg		
State/Country:	PENNSYLVANIA		
Postal Code:	17201		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	ALTRA INDUSTRIAL MOTION CORP.		
Street Address:	300 Granite St.		
Internal Address:	Suite 201		
City:	Braintree		
State/Country:	MASSACHUSETTS		
Postal Code:	02184		
Entity Type:	Corporation: DELAWARE		
Name:	FORMSPRAG LLC		
Street Address:	23601 Hoover Rd.		

OP \$2240.00 3360155

City:	Warren
State/Country:	MICHIGAN
Postal Code:	48089
Entity Type:	Limited Liability Company: DELAWARE
Name:	Inertia Dynamics, LLC
Street Address:	31 Industrial Park Road
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06057
Entity Type:	Limited Liability Company: DELAWARE
Name:	KILIAN MANUFACTURING CORPORATION
Street Address:	1728 Burnet Avenue
City:	Syracuse
State/Country:	NEW YORK
Postal Code:	13206
Entity Type:	Corporation: DELAWARE
Name:	NUTTALL GEAR LLC
Street Address:	2221 Niagara Falls Blvd.
City:	Wheatfield
State/Country:	NEW YORK
Postal Code:	14304
Entity Type:	Limited Liability Company: DELAWARE
Name:	WARNER ELECTRIC TECHNOLOGY LLC
Street Address:	300 Granite St.
Internal Address:	Suite 201
City:	Braintree
State/Country:	MASSACHUSETTS
Postal Code:	02184
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 89

Property Type	Number	Word Mark
Registration Number:	3360155	ALTRA INDUSTRIAL MOTION
Registration Number:	3146781	A
Registration Number:	4018722	STIEBER
Registration Number:	4061095	TORSI-LOCK
Registration Number:	2488262	AMERICARDAN
Registration Number:	802185	AMERIDISC
Registration Number:	2168489	AMERIDRIVES

TRADEMARK

REEL: 006447 FRAME: 0847

Property Type	Number	Word Mark
Registration Number:	4022613	AMERIDRIVES
Registration Number:	1000720	AMERIFLEX
Registration Number:	2951600	AMERIGEAR
Registration Number:	3995157	AMERILOC
Registration Number:	2980971	THE AMERIGEAR FULLY CROWNED TOOTH
Registration Number:	1771190	ACE
Registration Number:	603829	BEAR-N-BRONZ
Registration Number:	298486	BG
Registration Number:	547544	BOST-BRONZ
Registration Number:	612905	BOST-BRONZ
Registration Number:	1111218	BOST-FLEX
Registration Number:	522912	BOSTON
Registration Number:	1374572	BOSTON
Registration Number:	905805	BOSTON GEAR
Registration Number:	905846	BOSTON GEAR
Registration Number:	1131198	BOSTONE
Registration Number:	837074	BOS-TRONG
Registration Number:	1365217	CENTRIC
Registration Number:	3374068	CENTRIGARD
Registration Number:	1689927	DCX
Registration Number:	1794125	DCX PLUS
Registration Number:	1131648	MOTOR MULTIPLIER
Registration Number:	670192	OPTIMOUNT
Registration Number:	2875347	POSIVENT
Registration Number:	985828	RATIOPIX
Registration Number:	743713	RATIOTROL
Registration Number:	3131135	STABILI SEAL
Registration Number:	3850875	BC MA
Registration Number:	1352456	CEBMAG
Registration Number:	2871858	CECON
Registration Number:	2667819	MARLAND
Registration Number:	809205	UNIBRAKE
Registration Number:	3747826	HI TECH WORRY BEADS
Registration Number:	1216354	KILIAN
Registration Number:	3025384	DELROYD
Registration Number:	3031121	NGC
Registration Number:	3031120	NUTTALL
Registration Number:	2165737	ALL-PRO

Property Type	Number	Word Mark
Registration Number:	1409209	DECK
Registration Number:	859264	DISC-O-TORQUE
Registration Number:	1116828	DURA-FLEX
Registration Number:	1361466	FIRST IN COUPLINGS
Registration Number:	2152362	FORM-FLEX
Registration Number:	3501631	G-FLEX
Registration Number:	2191918	POOLE
Registration Number:	2723745	QT POWER CHAIN
Registration Number:	859263	ROTO-CAM
Registration Number:	668649	SURE-FLEX
Registration Number:	645415	SURE GRIP
Registration Number:	646423	SURE-GRIP
Registration Number:	1109150	SURE-GRIP
Registration Number:	1001969	ULTRA-V
Registration Number:	1001970	ULTRA-V
Registration Number:	2059245	W TB WOOD'S
Registration Number:	3263081	A-TRACK
Registration Number:	3490449	AQUAMAKKS
Registration Number:	681746	AUTOGAP
Registration Number:	3609446	B-TRACK
Registration Number:	838675	ELECTRO-MODULE
Registration Number:	741888	ELECTRO-PACK
Registration Number:	743735	F
Registration Number:	867512	FORMCHROME
Registration Number:	870852	FORM-LOCK
Registration Number:	1216418	FORMSPRAG
Registration Number:	444642	FORMSPRAG
Registration Number:	3494910	GFR
Registration Number:	1258259	KOPPER KOOL
Registration Number:	1759504	LLH
Registration Number:	1851941	MAG STOP
Registration Number:	990826	MESUR-FIL
Registration Number:	2168734	MISTRAL
Registration Number:	1136601	PCE
Registration Number:	3085816	SHEAVE-GRIP
Registration Number:	1795619	UNIDAMP
Registration Number:	1678062	UNIMODULE
Registration Number:	527445	WARNER

Property Type	Number	Word Mark
Registration Number:	726202	WARNER ELECTRIC
Registration Number:	1026080	WARNER ELECTRIC
Registration Number:	3287916	WARNER ELECTRIC
Registration Number:	3413352	WARNER LINEAR
Registration Number:	1565483	WICHITA
Registration Number:	3039567	WICHITA CLUTCH

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1001782 TM Rel 2
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	10/02/2018

Total Attachments: 7
source=#91328389v1 - (Trademark Release 2)#page3.tif
source=#91328389v1 - (Trademark Release 2)#page4.tif
source=#91328389v1 - (Trademark Release 2)#page5.tif
source=#91328389v1 - (Trademark Release 2)#page6.tif
source=#91328389v1 - (Trademark Release 2)#page7.tif
source=#91328389v1 - (Trademark Release 2)#page8.tif
source=#91328389v1 - (Trademark Release 2)#page9.tif

RELEASE OF SECURITY INTEREST
IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), dated as of October 1, 2018, is made by JPMORGAN CHASE BANK, N.A., as lender and in its capacity as Administrative Agent ("JP Morgan"), in favor of Altra Industrial Motion, Inc., a Delaware corporation, Ameridrives International, LLC, a Delaware limited liability company, Boston Gear LLC, a Delaware limited liability company, Formsprag LLC, a Delaware limited liability company, Inertia Dynamics, LLC, a Delaware limited liability company, Kilian Manufacturing Corporation, a Delaware corporation, Nuttall Gear L L C, a Delaware limited liability company, TB Wood's Incorporated, a Pennsylvania corporation, and Warner Electric Technology LLC, a Delaware limited liability company (each a "Grantor" and, collectively, the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the Trademark Security Agreement (as those terms are defined below).

WHEREAS, JP Morgan and the Grantors are parties to (i) a Credit Agreement dated as of November 20, 2012, and (ii) a Pledge and Security Agreement dated as of November 20, 2012 (each as amended, supplemented or otherwise modified, renewed or replaced from time to time, (i) the "Credit Agreement," and (ii) the Security Agreement, respectively);

WHEREAS, JP Morgan and the Grantors are parties to a Trademark Security Agreement dated as of November 20, 2012, recorded with the United States Patent and Trademark Office ("USPTO") at Trademark Reel/Frame 4903/0844 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors pledged to JP Morgan, for the benefit of the Secured Parties, a security interest (referred to in this Release as the "Security Interest") in the Grantors' right, title and interest in, to and under (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further that "Trademark Collateral" shall include any Proceeds of any such "intent to use" trademark applications.

WHEREAS, JP Morgan has agreed to terminate and release all of its and the Secured Parties' right, title and interest in or to the Trademark Collateral, including the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. JP Morgan, on behalf of the Secured Parties, hereby terminates, extinguishes, cancels, releases and discharges any and all right, title and interest, including the Security Interest, in and to the Trademark Collateral arising in connection with the Credit Agreement, the Security Agreement, or the Trademark Security Agreement and assigns, discharges, quit claims and relinquishes unto each Grantor (in each case without recourse and without any representation or warranty) any and all right, title, and interest it has in and to the Trademark Collateral.

2. Further Assurances. JP Morgan shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantors, and at Grantors' cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

3. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to principles of conflicts of laws requiring application of the law of any other jurisdiction.

[Signature page follows]

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

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

By: _____

Name: David Hyman

Title: Executive Director

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006447 FRAME: 0853

**Schedule 1 to
Release of Security Interest in Trademarks**

United States Trademark Registrations

Grantor	Mark	Registration No.	Date
Altra Industrial Motion, Inc.	ALTRA INDUSTRIAL MOTION	3,360,155	12/25/2007
Altra Industrial Motion, Inc.	A & Design (Altra Logo)	3,146,781	9/19/2006
Altra Industrial Motion, Inc.	STIEBER	4,018,722	8/30/2011
Altra Industrial Motion, Inc.	TORSI-LOCK	4,061,095	11/22/2011
Ameridrives International, LLC	AMERICARDAN	2,488,262	9/11/2001
Ameridrives International, LLC	AMERIDISC & Design	802,185	1/18/1966
Ameridrives International, LLC	AMERIDRIVES	2,168,489	6/23/1998
Ameridrives International, LLC	AMERIDRIVES	4,022,613	9/6/2011
Ameridrives International, LLC	AMERIFLEX	1,000,720	12/31/1974
Ameridrives International, LLC	AMERIGEAR	2,951,600	5/17/2005
Ameridrives International, LLC	AMERILOC	3,995,157	7/12/2011
Ameridrives International, LLC	THE AMERIGEAR FULLY CROWNED TOOTH	2,980,971	8/2/2005
Boston Gear LLC	ACE	1,771,190	5/18/1993
Boston Gear LLC	BEAR-N-BRONZ	603,829	3/29/1955
Boston Gear LLC	BG & Design	298,486	10/25/1932
Boston Gear LLC	BOST-BRONZ	547,544	9/4/1951
Boston Gear LLC	BOST-BRONZ & Design	612,905	9/27/1955
Boston Gear LLC	BOST-FLEX	1,111,218	1/16/1979
Boston Gear LLC	BOSTON	522,912	3/28/1950
Boston Gear LLC	BOSTON & Design	1,374,572	12/10/1985
Boston Gear LLC	BOSTON GEAR	905,805	1/12/1971
Boston Gear LLC	BOSTON GEAR	905,846	1/12/1971
Boston Gear LLC	BOSTONE	1,131,198	2/26/1980
Boston Gear LLC	BOS-TRONG & Design (stylized)	837,074	10/17/1967
Boston Gear LLC	CENTRIC	1,365,217	10/15/1985
Boston Gear LLC	CENTRIGARD	3,374,068	1/22/2008
Boston Gear LLC	DCX	1,689,927	6/2/1992
Boston Gear LLC	DCX PLUS	1,794,125	9/21/1993
Boston Gear LLC	MOTOR MULTIPLIER	1,131,648	3/11/1980

Boston Gear LLC	OPTIMOUNT	670,192	11/25/1958
Boston Gear LLC	POSIVENT	2,875,347	8/17/2004
Boston Gear LLC	RATOIPAX	985,828	6/11/1974
Boston Gear LLC	RATIOTROL	743,713	1/15/1963
Boston Gear LLC	STABILI SEAL	3,131,135	8/15/2006
Formsprag LLC	BC MA	3,850,875	9/21/2010
Formsprag LLC	CEBMAG	1,352,456	8/6/1985
Formsprag LLC	CECON	2,871,858	8/10/2004
Formsprag LLC	MARLAND	2,667,819	12/31/2002
Inertia Dynamics LLC	UNIBRAKE	809,205	5/31/1966
Kilian Manufacturing Corp.	HI TECH WORRY BEADS	3,747,826	2/9/2010
Kilian Manufacturing Corp.	KILIAN	1,216,354	11/16/1982
Nuttall Gear L L C	DELROYD	3,025,384	12/13/2005
Nuttall Gear L L C	NGC & Design	3,031,121	12/20/2005
Nuttall Gear L L C	NUTTALL	3,031,120	12/20/2005
TB Wood's Incorporated	ALL-PRO	2,165,737	6/16/1998
TB Wood's Incorporated	DECK & Design	1,409,209	9/16/1986
TB Wood's Incorporated	DISC-O-TORQUE	859,264	10/29/1968
TB Wood's Incorporated	DURA-FLEX	1,116,828	4/24/1979
TB Wood's Incorporated	FIRST IN COUPLINGS	1,361,466	9/24/1985
TB Wood's Incorporated	FORM-FLEX	2,152,362	4/21/1998
TB Wood's Incorporated	G-FLEX	3,501,631	9/16/2008
TB Wood's Incorporated	POOLE	2,191,918	9/29/1998
TB Wood's Incorporated	QT POWER CHAIN	2,723,745	6/10/2003
TB Wood's Incorporated	ROTO-CAM	859,263	10/29/1968
TB Wood's Incorporated	SURE-FLEX & Design (stylized)	668,649	10/21/1958
TB Wood's Incorporated	SURE GRIP & Design (stylized)	645,415	5/14/1957
TB Wood's Incorporated	SURE-GRIP	646,423	6/4/1957
TB Wood's Incorporated	SURE-GRIP	1,109,150	12/19/1978
TB Wood's Incorporated	ULTRA-V	1,001,969	1/21/1975
TB Wood's Incorporated	ULTRA-V	1,001,970	1/21/1975

TB Wood's Incorporated	W TB WOOD'S & Design	2,059,245	5/6/1997
Warner Electric Technology LLC	A-TRACK	3,263,081	7/10/2007
Warner Electric Technology LLC	AQUAMAKKS	3,490,449	8/19/2008
Warner Electric Technology LLC	AUTOGAP	681,746	7/14/1959
Warner Electric Technology LLC	B-TRACK	3,609,446	4/21/2009
Warner Electric Technology LLC	ELECTRO-MODULE	838,675	11/14/1967
Warner Electric Technology LLC	ELECTRO-PACK	741,888	12/11/1962
Warner Electric Technology LLC	F & Design	743,735	1/15/1963
Warner Electric Technology LLC	FORMCHROME	867,512	4/1/1969
Warner Electric Technology LLC	FORM-LOCK	870,852	6/10/1969
Warner Electric Technology LLC	FORMSPRAG	1,216,418	11/16/1982
Warner Electric Technology LLC	FORMSPRAG & Design	444,642	1/15/1952
Warner Electric Technology LLC	GFR	3,494,910	9/2/2008
Warner Electric Technology LLC	KOPPER KOOL	1,258,259	11/22/1983
Warner Electric Technology LLC	LLH	1,759,504	3/23/1993
Warner Electric Technology LLC	MAG STOP	1,851,941	8/30/1994
Warner Electric Technology LLC	MESUR-FIL	990,826	8/13/1974
Warner Electric Technology LLC	MISTRAL	2,168,734	6/30/1998
Warner Electric Technology LLC	PCE	1,136,601	6/3/1980
Warner Electric Technology LLC	SHEAVE-GRIP	3,085,816	4/25/2006
Warner Electric Technology LLC	UNIDAMP	1,795,619	9/28/1993
Warner Electric Technology LLC	UNIMODULE	1,678,062	3/3/1992
Warner Electric Technology LLC	WARNER & Design (stylized)	527,445	7/11/1950
Warner Electric Technology LLC	WARNER ELECTRIC	726,202	1/9/1962
Warner Electric Technology LLC	WARNER ELECTRIC	1,026,080	12/2/1975
Warner Electric Technology LLC	WARNER ELECTRIC	3,287,916	9/4/2007
Warner Electric Technology LLC	WARNER LINEAR	3,413,352	4/15/2008

Warner Electric Technology LLC	WICHITA	1,565,483	11/14/1989
Warner Electric Technology LLC	WICHITA CLUTCH	3,039,567	1/10/2006

United States Trademark Applications

None.