

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SJC DLF II-Q, LLC, as Agent		10/10/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SCM METAL PRODUCTS, INC.		
Street Address:	2601 Weck Drive		
City:	Research Triangle Park		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	538975	CUBOND	
Registration Number:	4351760	GLOBAL SOLUTIONS IN METAL POWDERS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
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:	F179807 IP REL BISON		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	10/10/2018		
Total Attachments: 14			
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NOTICE OF RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This NOTICE OF RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), effective as of October 10, 2018 is made by SJC DLF II-Q, LLC, in its capacity as administrative agent and collateral agent (referred to herein as the "Agent"), in favor of SCM Metal Products, Inc., a Delaware corporation (the "Company"), pursuant to that certain Term Loan and Security Agreement, dated as of March 31, 2016 (and as the same may be further amended or modified from time to time, the "Credit Agreement"), among Bison Holding Corporation, a Delaware corporation, Bison Acquisition II Corporation, a Delaware corporation, Bison Acquisition Corporation, a Delaware corporation, the Company, ACuPowder International, L.L.C., a New Jersey limited liability company, ACuPowder TN, LLC, a New Jersey limited liability company, ECKA Granules of America LLC, a South Carolina limited liability company, each other person joined as a party thereto as a borrower, the lenders party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Company executed and delivered the Intellectual Property Security Agreement, dated as of March 31, 2016, in favor of the Agent (the "IP Security Agreement"), attached hereto as Exhibit A;

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office ("USPTO") on April 14, 2016 at Reel/Frame 5771/0030;

WHEREAS, pursuant to the IP Security Agreement, the Company pledged and granted to the Agent for the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under the Collateral (as defined in the IP Security Agreement), including the Patents, Patent Licenses, Trademarks and Trademark Licenses listed on Schedule I attached hereto (the "Released Collateral"); and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the IP Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the IP Security Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish, terminate in its entirety and discharge its lien on and security interest in and to all of its right, title and interest in to and under the Collateral, including without limitation the Released Collateral.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the IP Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company and the Company's agents, representatives and designees to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments or terminations with the applicable filing office in order to memorialize the release and termination of the security interest of the Agent in the Collateral and/or (iii) otherwise record or file this Release in any applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or its agents, representatives or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Collateral.

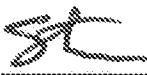
SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to applicable federal laws.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery by a facsimile or other electronic transmission of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

[Signatures Follow On Next Page]

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

SJC DLF II-Q, LLC, as Agent

By: 
Name: Stephen J. Czech
Title: Executive Officer

[Signature Page to Notice of Release of Security Interest in Intellectual Property - Bison]

Schedule I

Patents

Foreign Patents:

Country	Inventor	Status	Application Number	US Patent Number	Title
Asia, North America and Europe	Barr	Pending	PCT/US2015/041042		Method for Making Alkylhalosilanes

Trademarks

U.S. Trademarks:

Mark	Status	Registration Date	Registration Number	Country	Expires	Class	Good of Services
CUBOND	Registered	3/6/1951	538975	USA	3/6/2021	IC 001	Brazing pastes and creams
GLOBAL SOLUTIONS IN METAL POWDERS	Registered	6/11/2013	4351760	USA	6/11/2019	IC 006	Pastes containing metal powders for use in joining

Foreign Trademarks:

Mark	Status	Registration Date	Registration Number	Country	Expires	Class	Good of Services
CUBOND	Registered	10/12/1990	1386175	United Kingdom	6/5/2016	IC 006	Brazing preparations included in Class 1
CUBOND	Registered	4/30/1992	2398295	Japan	4/30/2022	IC 001	Brazing pastes, brazing creams
CUBOND	Registered	10/9/2003	40-0562276	Korea	10/9/2018		Brazing pastes, brazing creams
CUBOND	Registered	6/6/1989	512160	Australia	6/6/2016	IC 001	Brazing pastes and

Mark	Status	Registration Date	Registration Number	Country	Expires	Class	Good of Services
							creams
CUBOND	Registered	2/10/1992	582943	China	2/9/2022		Brazing pastes and creams
CUBOND	Registered	6/6/1989	1534878	France	6/6/2019		Chemical products for industry, science, and photography, for agriculture, horticulture, and silviculture, artificial resins in rough state, plastics in rough state, fertilizers, preparations for tempering and soldering metals, pastes and creams for soldering, chemical products for preserving foods, tanning materials, adhesives for industry
CUBOND	Registered	6/5/1989	1154486	Germany	6/5/2019		Brazing pastes and creams
CUBOND	Registered	5/4/2010	8696635	European Union	11/18/2019		Brazing pastes and creams
CUBOND	Registered	6/14/1989	375406	Mexico	6/14/2024		Soldering paste and creams
CUBOND	Registered	2/16/1990	472475	Taiwan	1/15/2020		Brazing preparations

Exhibit A

(See attached.)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of March 31, 2016, is among the Person listed on the signature page hereof (the “Grantor”) and SJC DLF II-Q, LLC, in its capacity as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, reference is made to that certain Term Loan and Security Agreement dated as of the date hereof, by and among BISON HOLDING CORPORATION, a Delaware corporation, BISON ACQUISITION II CORPORATION, a Delaware corporation, BISON ACQUISITION CORPORATION, a Delaware corporation, SCM METAL PRODUCTS, INC., a Delaware corporation (“SCM”), ACUPOWDER INTERNATIONAL, L.L.C., a New Jersey limited liability company (“ACPI”), ACUPOWDER TN LLC, a New Jersey limited liability company (“ACPTN”) and ECKA GRANULES OF AMERICA LLC, a South Carolina limited liability company (“ECKA LLC”) and collectively as a co-borrower with SCM, ACPI, ACPTN and each other Person joined as a party thereto as a “Borrower” in accordance with Section 7.12 thereof, and all of their respective permitted successors and assigns, the “Borrowers”), the financial institutions which are now or which hereafter become a party thereto (the “Lenders”), and the Agent (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Credit Agreement”).

WHEREAS, the Grantor will derive substantial benefit from the loans to the Borrowers under the Credit Agreement;

WHEREAS, it is a condition to the effectiveness of the Credit Agreement that the Grantor execute this IP Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

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

SECTION 2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment and performance of all Obligations, the Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the benefit of the Lenders, a continuing and first priority security interest in all of the Grantor’s right, title and interest in and to all Intellectual Property, whether presently existing or hereafter created or acquired, including the following (the “Collateral”):

- (i) (a) all patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control

procedures (collectively, "Patents"), and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule I hereto; (b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and (c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Patent, including any Patent licensed under any Patent License;

(ii) (a) all trademarks, trademark applications, service marks, trade names, mark words and associated goodwill (collectively, the "Trademarks"), and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto, (b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and (c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, including any Trademark licensed under any Trademark License;

(iii) (a) all copyrights, rights and interests in such copyrights, works protectable by copyright, copyright registrations, and applications to register copyright (collectively, the "Copyrights"), and licenses for any of the foregoing ("Copyright Licenses"), including those referred to on Schedule I hereto; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; and (d) the right to sue for past, present, and future infringements of any Copyright, including any Copyright licensed under any Copyright License;

(iv) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 3. Security for Obligations. This IP Security Agreement and the security interests created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

SECTION 4. Credit Agreement. The security interests granted pursuant to this IP Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. Authorization to Supplement. If the Grantor shall obtain rights to any new Intellectual Property, this IP Security Agreement shall automatically apply thereto. The Grantor shall give notice to Agent with respect to any such new Intellectual Property when it delivers a Compliance Certificate pursuant to Section 9.7 of the Credit Agreement as required by the Compliance Certificate. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Agent unilaterally to modify this IP Security Agreement by amending Schedule I to include any such new Intellectual Property of the Grantor. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

SECTION 6. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 7. Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this IP Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

SECTION 8. Construction. Unless the context of this IP Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this IP Security Agreement or any Other Document refer to this IP Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this IP Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this IP Security Agreement

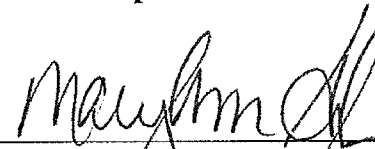
unless otherwise specified. Any reference in this IP Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than Inchoate Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

SECTION 9. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Agent have caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SCM METAL PRODUCTS, INC.,
a Delaware corporation

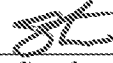
By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006478 FRAME: 0616

SJC DLF II-Q, LLC,
as Agent

By:



Name: Stephen J. Czech
Title: Executive Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006478 FRAME: 0617

Schedule I

Patents

Foreign Patents:

Country	Inventor	Status	Application Number	US Patent Number	Title
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CUBOND	Registered	10/9/2003	40-0562276	Korea	10/9/2018		Brazing pastes, brazing creams
CUBOND	Registered	6/6/1989	512160	Australia	6/6/2016	IC 001	Brazing pastes and

Mark	Status	Registration Date	Registration Number	Country	Expires	Class	Good of Services
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CUBOND	Registered	2/10/1992	582943	China	2/9/2022		Brazing pastes and creams
CUBOND	Registered	6/6/1989	1534878	France	6/6/2019		Chemical products for industry, science, and photography, for agriculture, horticulture, and silviculture, artificial resins in rough state, plastics in rough state, fertilizers, preparations for tempering and soldering metals, pastes and creams for soldering, chemical products for preserving foods, tanning materials, adhesives for industry
CUBOND	Registered	6/5/1989	1154486	Germany	6/5/2019		Brazing pastes and creams
CUBOND	Registered	5/4/2010	8696635	European Union	11/18/2019		Brazing pastes and creams
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