

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM497716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE PENINSULA FUND V LIMITED PARTNERSHIP		11/07/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRE-DEX, LLC		
Street Address:	780 SOUTH PROGRESS DR.		
City:	MEDINA		
State/Country:	OHIO		
Postal Code:	44256		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3180391	C CHIEFTAIN	
Registration Number:	3165171	CHIEFTAIN	
Registration Number:	2843841	PROTECTION FOR THE HEAT OF THE BATTLE	
Registration Number:	2678257	FIRE DEX	
Registration Number:	3920744	FIRE-DEX 1910	
Registration Number:	3917831	FIRE-DEX 911	
Registration Number:	3557146	FX	
Registration Number:	1753716	FIRE-DEX	
Registration Number:	1350382	FIRE-DEX	
Registration Number:	1531713	CHIEFTAIN 911	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	313-223-3006		
Email:	nmitchell@dickinsonwright.com		
Correspondent Name:	ADAM J. WALLACE		
Address Line 1:	500 WOODWARD AVENUE		
Address Line 2:	SUITE 4000		

OP \$265.00 3180391

Address Line 4:	DETROIT, MICHIGAN 48226
ATTORNEY DOCKET NUMBER:	51755-66
NAME OF SUBMITTER:	ADAM J. WALLACE
SIGNATURE:	/ADAM J. WALLACE/
DATE SIGNED:	11/12/2018
Total Attachments: 4 source=51755-66_25_TM Release_Peninsula#page1.tif source=51755-66_25_TM Release_Peninsula#page2.tif source=51755-66_25_TM Release_Peninsula#page3.tif source=51755-66_25_TM Release_Peninsula#page4.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS (“**Release**”) is made and effective as of November __, 2018 and granted by THE PENINSULA FUND V LIMITED PARTNERSHIP, a Delaware limited partnership (the “**Secured Party**”), in favor of Fire-Dex, LLC, a Delaware limited liability company with corporate offices at 780 South Progress Dr., Medina, Ohio 44256 (the “**Borrower**”).

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of June 28, 2013 (the “**Note Purchase Agreement**”) by and among the Borrower and the Secured Party, the Borrower executed and delivered to the Secured Party that certain Pledge and Security Agreement dated as of June 28, 2013 (the “**Pledge Agreement**”);

WHEREAS, pursuant to the Pledge Agreement, Borrower pledged and granted to the Secured Party for the ratable benefit of the Secured Party a security interest in and to all of Borrower’s right, title, and interest in, to and under the IP Collateral (as defined below);

WHEREAS, the Pledge Agreement was recorded with the United States Patent and Trademark Office at Reel: 005067, Frames: 686-0730 on July 11, 2013; and

WHEREAS, the obligations secured by the Pledge Agreement have been paid off, and the Borrower has requested that the Secured Party enter into this Release in order to effectuate, evidence, and record the release and reassignment to Borrower of any and all right, title, and interest the Secured Party may have in the IP Collateral pursuant to the Pledge Agreement.

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

1. Release of Security Interest. The Secured Party, on behalf of itself and its successors, legal representatives, and assigns, hereby terminates the Pledge Agreement and terminates, releases, and discharges any and all security interests that the Secured Party has pursuant to the Pledge Agreement in any and all right, title, and interest of Borrower, and reassigns to Borrower any and all right, title, and interest that the Secured Party may have, in, to, and under the following (collectively, the “**IP Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights, and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in **Exhibit A** hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties, and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. At the sole cost and expense of the Borrower, the Secured Party agrees to take all further actions, and provide to the Borrower and its successors, assigns, and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Borrower and its successors, assigns, and legal representatives may reasonably request in order to confirm, effectuate, or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

(Signatures on following page.)

EXHIBITA

Trademarks

Trademark	Serial No.	Filing Date	Registration Date	Registration Number
C Chieftain	78765378	12/02/2005	December 5, 2006	3,180,391
Chieftain	78765347	12/02/2005	October 31, 2006	3,165,171
Protection for the Heat of the Battle	78111951	03/01/2002	May 18, 2004	2,843,841
Fire-Dex	78111740	02/28/2002	January 21, 2003	2,678,257
Fire-Dex 1910	77840273	10/02/2009	February 15, 2011	3,920,744
Fire-Dex 911	77840254	10/02/2009	February 8, 2011	3,917,831
FX	77481436	05/22/2008	January 6, 2009	3,557,146
Fire-Dex (words only)	74278038	05/26/1992	February 23, 1993	1,753,716
Fire-Dex (words only)	73460905	01/16/1984	July 23, 1985	1,350,382
Chieftain 911	73693956	11/06/1987	March 28, 1989	1,531,713

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