

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492315

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC Bank		10/01/2018	national association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TMD WEK South LLC		
<b>Street Address:</b>	1429 Coining Drive		
<b>City:</b>	Toledo		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43612		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86253846	POLYFLANGE	
<b>Registration Number:</b>	1052870	POLY FLOAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2026638918		
<b>Email:</b>	dctm@pillsburylaw.com		
<b>Correspondent Name:</b>	Patrick J. Jennings		
<b>Address Line 1:</b>	Pillsbury Winthrop Shaw Pittman, LLP, 12		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	043835-0000002		
<b>NAME OF SUBMITTER:</b>	Patrick J. Jennings		
<b>SIGNATURE:</b>	/Pat Jennings/		
<b>DATE SIGNED:</b>	10/02/2018		
<b>Total Attachments: 4</b>			
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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 PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (“Agent”) in favor of TMD WEK LLC, a Delaware limited liability company (“Company”), pursuant to that certain Amended and Restated Revolving Credit, Term 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 June 20, 2014 at Reel 033246 Frame 0417 (“Notice”), 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 Notice; 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:

PNC, NATIONAL ASSOCIATION, as agent

By: Michael Panik

Name: Michael Panik

Title: Senior Vice President

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:

PNC, NATIONAL ASSOCIATION, as agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Agreed  
as of the date first written above:

TMD WEK, LLC

By: William R. Hylan

Name: WILLIAM R. Hylan

Title: CFO

## 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