

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492359

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:	Inertia Dynamics, LLC		
Street Address:	31 Industrial Park Road		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06057		
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		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86714069	AMERIDISC	
TRADEMARK			

OP \$115.00 86714069

Property Type	Number	Word Mark
Serial Number:	86706894	DOMED CROWN
Serial Number:	86649763	DYNACORP
Serial Number:	86622002	SURE-FLEX PLUS

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 1
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	10/02/2018

Total Attachments: 4

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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 Ameridrives International, LLC, a Delaware limited liability company, Boston Gear LLC, a Delaware limited liability company, Inertia Dynamics, LLC, a Delaware limited liability company, and TB Wood's Incorporated, a Pennsylvania corporation (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 Second Amended and Restated Credit Agreement dated as of October 22, 2015, 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 October 22, 2015, recorded with the United States Patent and Trademark Office ("USPTO") at Trademark Reel/Frame 5652/0474 (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 Grantor's 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 and extensions 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: 006487 FRAME: 0764

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

United States Trademark Applications

Grantor	Mark	Application No.	Date
Ameridrives International LLC	AMERIDISC	86/714,069	8/4/2015
Boston Gear LLC	DOMED CROWN	86/706,894	7/28/2015
Inertia Dynamics LLC	DYNACORP	86/649,763	6/3/2015
TB Wood's, Inc.	SURE-FLEX PLUS	86/622,002	5/7/2015