CH \$140.00 15178

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM504132

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SMH Holdco, LLC, as Administrative Agent			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Syntron Material Handling, LLC
Street Address:	2730 Highway 145 South
City:	Saltillo
State/Country:	MISSISSIPPI
Postal Code:	38866
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1517825	SYNTRON
Registration Number:	0415309	SYNTRON
Registration Number:	0589295	SYNTRON
Registration Number:	1527819	SYNTRON
Registration Number:	2362615	WHISPERDECK

CORRESPONDENCE DATA

Fax Number:

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.

Email: jgriswold@honigman.com **Correspondent Name:** Anessa Owen Kramer

Address Line 1: 39400 Woodward Avenue, Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

NAME OF SUBMITTER:	Anessa Kramer
SIGNATURE:	/anessa kramer/
DATE SIGNED:	01/02/2019

Total Attachments: 3

source=41B - SMH Holdco, LLC Trademark Security Agreement Termination#page1.tif source=41B - SMH Holdco, LLC Trademark Security Agreement Termination#page2.tif

TRADEMARK REEL: 006566 FRAME: 0635

900479803

source=41B - SMH Holdco, LLC Trademark Security Agreement Termination#page3.tif

TRADEMARK REEL: 006566 FRAME: 0636

RELEASE OF TRADEMARK SECURITY INTEREST

- 1. This Release of Trademark Security Interest, dated as of January 2, 2019 (this "Release"), is made by SMH HOLDCO, LLC, as Administrative Agent (in such capacity, the "Agent") under the Terminated Credit Agreement (as defined below), in favor of SYNTRON MATERIAL HANDLING, LLC, a Delaware limited liability company (the "Grantor").
- 2. WHEREAS, the Grantor and the Agent were parties to (i) a certain Credit Agreement dated as of April 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Terminated Credit Agreement") by and among the Grantor, the Guarantors from time to time party thereto (the Grantor and such Guarantors collectively, the "Loan Parties"), the several financial institutions from time to time party thereto, as Lenders, and the Agent and (ii) a certain Trademark Security Agreement dated as of April 30, 2014 (the "Trademark Security Agreement") pursuant to which the Grantor granted to the Agent a security interest over all of the Grantor's right, title and interest in, to and under certain intellectual property, including the trademarks set forth in Schedule A hereto (the "IP Collateral"), and was recorded in the United States Patent and Trademark Office at Reel 005272, Frame 0045 on May 1, 2014 with respect to certain trademarks.
- 3. WHEREAS, the Grantor and the Agent are parties to that certain letter agreement dated as of January 2, 2018 (the "Payoff Letter"), pursuant to which the Terminated Credit Agreement and all other Loan Documents (as defined in the Terminated Credit Agreement) were terminated under the terms of the Payoff Letter and all liens and security interests of the Agent in any and all of the property of the Grantor and its subsidiaries, including the IP Collateral, to secure the obligations of the Loan Parties under or relating to the Terminated Credit Agreement and the other Loan Documents were released and terminated (collectively, the "Termination").
- 4. WHEREAS, the Grantor and the Agent wish to record in the United States Patent and Trademark Office this Release as a notice of the Termination;
- 5. NOW, THEREFORE, for the consideration recited in the Payoff Letter and other good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby gives notice of the Termination, including the release of any and all liens and security interests of the Agent in the IP Collateral, and of the reconveyance, without any recourse and without any representations or warranties of any nature, express or implied, to the extent of its interest therein to the Grantor.

[Signature page follows]

TRADEMARK REEL: 006566 FRAME: 0637 IN WITNESS WHEREOF, the undersigned has executed this Termination by its duly authorized officer as of the date first above written.

SMH HOLDCO, LLC,

as Agent

Name: David Wolmer

Title: Vice President

<u>schedule A</u>

TRADEMARKS

MARK	COUNTRY	REG. NO.
SYNTRON	ASU	1517825
SYNTRON	USA	415309
SYNTRON	USA	589295
SYNTRON	USA	1527819
WHISPERDEK	USA	2362615

TRADEMARK REEL: 006566 FRAME: 0639

RECORDED: 01/02/2019