

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM513522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as administrative agent		03/07/2019	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Tioga Air Heaters, LLC		
Street Address:	1821 Northwood Drive		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5314734	TIOGA	
Registration Number:	5314735	TIOGA	
Registration Number:	1340532	TIOGA AIR HEATERS	
CORRESPONDENCE DATA			
Fax Number:	10153		
<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:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Phong T. Bui		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Phong Bui-15570.0143		
NAME OF SUBMITTER:	Phong T. Bui		
SIGNATURE:	/Phong T. Bui/		
DATE SIGNED:	03/08/2019		
Total Attachments: 4			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of March 7, 2019, by Antares Capital LP, as administrative agent (the “Agent”) in favor of Tioga Air Heaters, LLC (“Tioga”), a Delaware limited liability company (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, in connection with that certain Credit Agreement, dated as of August 16, 2018 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Resolute Industrial, LLC (the “Borrower”), the other Persons party thereto that are designated as a “Credit Party”, the lenders identified on the signature pages thereof (the “Lenders”) and the Agent, the Grantor entered into that certain Intellectual Property Security Agreement, dated as of August 16, 2018 (the “Trademark Security Agreement”), by and among the Grantor and the Agent, pursuant to which the Grantor granted a security interest in certain intellectual property of such Grantor to the Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office (the “USPTO”) on September 17, 2018, at Reel 6440, Frame 0070; and

WHEREAS, the Grantor has requested that the Agent terminate and release its security interest in the Trademark Collateral, including, but not limited to, those trademarks and trademark applications listed on Schedule 1 hereto, to reassign any and all rights in the same to the Grantor, and to provide a document suitable for recording with the USPTO evidencing and effecting the release, relinquishment and discharge of the Grantor’s security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Trademark Security Agreement:

1. The Agent hereby terminates the Trademark Security Agreement and terminates and releases its entire lien on and security interest (including the Security Interest) in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including those referred to on Schedule 1 hereto, and authorizes the recordation of this Release with the USPTO.

2. The Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Agent, any and all of the Agent’s right, title and interest in, to and under the Trademark Collateral and the Agent hereby releases, terminates and cancels any mortgage, pledge and hypothecate made by the Grantor to the Agent over the Trademark Collateral pursuant to the Trademark Security Agreement.

3. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

4. This Release and the rights and obligations hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

5. The Agent authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the USPTO and any other relevant governmental authority record this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Agent



By: _____



Name: Meenal Mehta

Title: Duly Authorized Signatory

Schedule 1

TRADEMARKS

REGISTERED TRADEMARKS

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
TIOGA	87114535 25-JUL-2016	5314734 24-OCT-2017	TIOGA AIR HEATERS, LLC
TIOGA 	87114579 25-JUL-2016	5314735 24-OCT-2017	TIOGA AIR HEATERS, LLC
TIOGA AIR HEATERS 	73505957 29-OCT-1984	1340532 11-JUN-1985	TIOGA AIR HEATERS, LLC