

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM521310

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900495553		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARINGS FINANCE LLC	FORMERLY Babson Capital Finance LLC, as Administrative Agent	04/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FOX THERMAL INSTRUMENTS, INC.		
Street Address:	399 Reservation Road		
City:	Marina		
State/Country:	CALIFORNIA		
Postal Code:	93933		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4043584	CAL CHECK	
Registration Number:	4775777	GAS-SELECTX	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP/Noah Shier		
Address Line 1:	1095 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	000358-165715		
NAME OF SUBMITTER:	Noah Shier		
SIGNATURE:	/Noah Shier/		
DATE SIGNED:	04/30/2019		
Total Attachments: 4			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of April 23, 2019 ("Release"), is made by BARINGS FINANCE LLC (f/k/a Babson Capital Finance LLC), a Delaware limited liability company ("Agent"), in favor of FOX THERMAL INSTRUMENTS, INC., a California corporation ("Grantor").

WHEREAS, Agent, Grantor, and certain other parties have entered into that certain Amended and Restated Credit Agreement, dated as of April 21, 2015 (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of June 10, 2016, by and between Agent and Grantor (the "IP Security Agreement"), Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of Grantor in and to certain intellectual property, including, without limitation, the Trademark Collateral;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on June 12, 2016 at Reel 005811 Frame 0766; and

WHEREAS, Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor in and to all intellectual property (including, but not limited to, all Trademark Collateral under the IP Security Agreement), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto); and

(b) reassigns and transfers to Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby.

SECTION 3. Recordation and Further Assurances. Agent hereby:

(a) authorizes Grantor or any of its authorized representatives to file this Release with the USPTO or any similar office or agency within or outside the United States at Grantor's expense;

(b) further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release; and

(c) agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts a may be reasonably requested by Grantor, at the Grantor's expense, to fully effectuate the purposes of this Release.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page follows]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

AGENT:

BARINGS FINANCE, LLC

By: 

Name: Mark Hindson

Its: Managing Director

Schedule A

TRADEMARKS

<u>#</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. / App. Number</u>	<u>Reg. Date / Appl. Date</u>	<u>Record Owner</u>
1	CAL CHECK	US	4043584 / 85/290043	10/18/2011 / 4/8/2011	Fox Thermal Instruments, Inc. (CA)
2	GAS- SELECTX	US	4775777 / 86/398424	7/21/2015 / 9/18/2014	Fox Thermal Instruments, Inc. (CA)