# OP \$90.00 1992387

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM525586 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		05/29/2019	Unknown:

### **RECEIVING PARTY DATA**

Name:	OMAX Corporation		
Street Address:	21409 72nd Avenue South		
City:	Kent		
State/Country:	WASHINGTON		
Postal Code:	98032		
Entity Type:	Corporation: WASHINGTON		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1992387	OMAX
Registration Number:	1979052	JETMACHINING
Registration Number:	1984842	JETMACHINING

## **CORRESPONDENCE DATA**

**Fax Number:** 2124014713

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:** 2128138939

Email: lbaker@goodwinlaw.com

Correspondent Name: Larissa Baker, Paralegal, Goodwin

**Address Line 1:** 620 Eighth Ave

Address Line 2: Goodwin Procter, LLP

Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Larissa Baker	
SIGNATURE:	/Larissa Baker/	
DATE SIGNED:	05/30/2019	

### **Total Attachments: 4**

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TRADEMARK
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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 29th day of May, 2019 (the "Release Date") by Silicon Valley Bank. (the "Secured Party") for the benefit of Omax Corporation, a Washington corporation, (the "Debtor").

WHEREAS, the Debtor has entered into that certain Intellectual Property Security Agreement, dated as of June 8, 1999 with the Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation, the following (all of the following which will be collectively referred to as the "Trademark Collateral"): (a) all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof (the "Trademarks"), and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (b) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin;

WHEREAS, on or about July 12, 1999, the Secured Party has recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>"), at Reel 1926, Frame 0626, a notice of security interests in the Trademark Collateral; and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Security Agreement have been satisfied and the Debtor has requested that the Secured Party release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows:

1. <u>Release of Security Interest</u>. Effective as of the Release Date, the Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademark Collateral, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Trademark, and Secured Party hereby assigns and transfers to the Debtor, without recourse or representation or warranty, express or implied, of any kind, all of its right, title, and interest in and to the Trademark Collateral, including, without limitation, each of the Trademarks identified on <u>Schedule A</u> attached hereto.

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- 2. <u>Recordation of Release</u>. Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO or any similar office or agency within or outside the United States.
- 3. <u>Further Actions.</u> Secured Party further agree to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, <u>provided that</u> all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.
- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Signature page follows.]

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IN WITNESS WHEREOF, each of the undersigned has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

SILICON VALLEY BANK

By: PtoName: Sorew Reference
Title: Vice President

# EXHIBIT A

# The Marks

# A. REGISTERED TRADEMARKS

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	STATUS
OMAX	USA	1,992,387	Registered
JetMachining	USA	1,979,052	Registered
JetMachining	USA	1,984,842	Registered

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**RECORDED: 05/30/2019** 

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