

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP Paribas		06/26/2019	Commercial Bank: FRANCE

RECEIVING PARTY DATA

Name:	Drew Marine USA
Street Address:	100 S. Jefferson Road
City:	Whippany
State/Country:	NEW JERSEY
Postal Code:	07891
Entity Type:	Corporation: DELAWARE
Name:	ACR Electronics, Inc.
Street Address:	5757 Ravenswood Road
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33312
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1054326	AMERFLON
Registration Number:	1754734	AMEROX
Registration Number:	2049903	DREWFRESH
Registration Number:	1049319	FERROFILM
Registration Number:	1510565	MAGNAKOTE
Registration Number:	1942188	THE SUPERIOR ALTERNATIVE
Registration Number:	1023652	
Registration Number:	1020850	
Registration Number:	1020870	
Registration Number:	1025522	
Registration Number:	3235721	WHERE PERFORMANCE AND ENVIRONMENT MEET
Registration Number:	3356856	WHERE PERFORMANCE AND ENVIRONMENT MEET

CH \$965.00 1054326

Property Type	Number	Word Mark
Registration Number:	4161374	YOUR BEST LAST CHANCE
Registration Number:	4161373	THE SCIENCE OF SURVIVAL
Registration Number:	4160965	ARTEX
Registration Number:	4081028	RESQLINK
Registration Number:	4037463	SARLINK
Registration Number:	4037462	AQUALINK
Registration Number:	3388982	ACR
Registration Number:	4099316	SAFELIFE LIVE BY IT
Registration Number:	4099315	SAFELIFE LIVE BY IT
Registration Number:	4009804	SAFELIFE
Registration Number:	4009803	SAFELIFE
Registration Number:	4006521	SAFELIFE
Registration Number:	3690416	SAFELIFE LIVE BY IT
Registration Number:	3433467	GES
Registration Number:	2509296	FIREFLY
Registration Number:	1863089	FIREFLY PLUS
Registration Number:	1899613	PATHFINDER
Registration Number:	1160716	ACR
Registration Number:	1010695	RESCUE LITE
Registration Number:	4290451	
Registration Number:	2827321	NAUTICAST
Registration Number:	4365888	ARTEX
Registration Number:	4322221	ACR
Serial Number:	77835119	DREW MARINE
Serial Number:	85896729	DREW MARINE CREW CARE
Serial Number:	85875176	EZ-SAFE

CORRESPONDENCE DATA

Fax Number: 3127069000

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: 312-701-8352

Email: ejpalmer@mayerbrown.com, mdecember@mayerbrown.com

Correspondent Name: Erick J. Palmer

Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER: Erick J. Palmer

SIGNATURE: /EJP/

DATE SIGNED: 07/18/2019

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of June 26, 2019, is made by BNP PARIBAS, as collateral agent (in such capacity, the “Collateral Agent”), in favor of the Grantors listed in Schedule I hereto (collectively, jointly and severally, the “Assignees”).

WITNESSETH:

WHEREAS, the Assignees and the Collateral Agent are parties to (i) that certain First Lien Guarantee and Collateral Agreement, dated as of November 19, 2013 (the “Guarantee and Collateral Agreement”) and (ii) that certain First Lien Trademark Security Agreement, dated as of November 19, 2013 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, as security for the payment or performance, as the case may be, in full of the Obligations, each Assignee assigned, pledged and granted to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”), in all right, title or interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by such Assignee or in which such Assignee then had or any time in the future may have acquired any right, title or interest (other than any assets and properties excluded from the Article 9 Collateral pursuant to the Guarantee and Collateral Agreement) (collectively, the “Trademark Collateral”): (a) all trademarks, service marks, certification marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, slogans, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States of any other country or any political subdivision thereof, (b) all registrations and recordings thereof, and all applications filed in connection therewith, including in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, including those listed on Schedule I hereto, (c) all renewals thereof, (d) goodwill connected with the use thereof and symbolized thereby, (e) all other assets, rights and interests that uniquely reflect or embody such goodwill, (f) all rights and privileges arising under applicable law with respect to the use of any of the foregoing, (g) all income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violation thereof, (h) all rights to sue for past, present or future infringements, dilutions or other violations thereof, and (i) all rights corresponding thereto throughout the world.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 20, 2013 at Reel/Frame No. 5180/0196; and

WHEREAS, the Assignees desire that the Collateral Agent terminate and release its lien on and Security Interest in and to all right, title and interest in, to and under all of the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. TERMINATION AND RELEASE. The Collateral Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and Security Interest in and to all right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule I attached hereto, and reassigns and transfers to the Assignees all right, title and interest that the Collateral Agent may have in the Trademark Collateral.

3. RECORDATION. The Collateral Agent hereby authorizes the Assignees, or the Assignees' authorized representative, to record this Release with the United States Patent and Trademark Office.

4. FURTHER ASSURANCES. The Collateral Agent hereby agrees to duly execute and deliver to the Assignees any further documents and to do such other acts that the Assignees (or their respective agents or designees) reasonably request, at the Assignees' sole cost and expense, in order to confirm this Release and the Assignees' right, title and interest in the Trademark Collateral.

5. APPLICABLE LAW. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signature Page Follows]

SCHEDULE I

GRANTOR: DREW MARINE USA, INC.

Registered Owner	Title/Mark	Country	Registration Number
Drew Marine USA, Inc.	AMERFLON	USA	1054326
Drew Marine USA, Inc.	AMEROX	USA	1754734
Drew Marine USA, Inc.	DREW MARINE	USA	77 835119 (Application)
Drew Marine USA, Inc.	DREW MARINE CREW CARE	USA	85/896729 (Application)
Drew Marine USA, Inc.	DREWFRESH	USA	2049903
Drew Marine USA, Inc.	FERROFILM	USA	1049319
Drew Marine USA, Inc.	MAGNAKOTE	USA	1510565
Drew Marine USA, Inc.	THE SUPERIOR ALTERNATIVE	USA	1942188
Drew Marine USA, Inc.	TRITON Logo	United States	1023652
Drew Marine USA, Inc.	TRITON Logo	United States	1020850
Drew Marine USA, Inc.	TRITON Logo	United States	1020870
Drew Marine USA, Inc.	TRITON Logo	United States	1025522
Drew Marine USA, Inc.	Where Performance and Environment Meet	United States (Class 40, 42)	3235721
Drew Marine USA, Inc.	Where Performance and Environment Meet	United States (Class 35, 37, 42, 45)	3356856
Drew Marine USA, Inc.	EZ-SAFE	US	85875176

GRANTOR: ACR ELECTRONICS, INC.

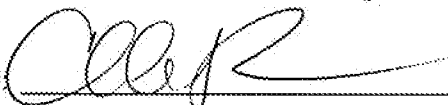
Registered Owner	Title/Mark	Country	Registration Number
ACR Electronics, Inc.	Your Best Last Chance	U.S.	4161374 85469419
ACR Electronics, Inc.	The Science of Survival	U.S.	4161373 85469394
ACR Electronics, Inc.	Artex	U.S.	4160965 85453346
ACR Electronics, Inc.	Resqlink	U.S.	4081028 85136614
ACR Electronics, Inc.	Sarlink	U.S.	4037463 85136659
ACR Electronics, Inc.	Aqualink	U.S.	4037462 85136648
ACR Electronics, Inc.	ACR & Design	U.S.	3388982 78890389
ACR Electronics, Inc.	Safelife Live By It & Design	U.S.	4099316 77547258
ACR Electronics, Inc.	Safelife Live By It & Design	U.S.	4099315 77547233
ACR Electronics, Inc.	Safelife & Design	U.S.	4009804 77547111
ACR Electronics, Inc.	Safelife & Design	U.S.	4009803 77547088
ACR Electronics, Inc.	Safelife & Design	U.S.	4006521 77547097
ACR Electronics, Inc.	Safelife Live By It	U.S.	3690416 77547210
ACR Electronics, Inc.	GES	U.S.	3433467 77154727

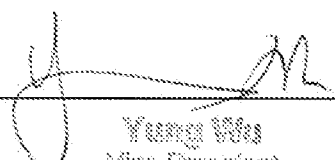
[Schedule I to Release of Security Interest in Trademarks]

Registered Owner	Title/Mark	Country	Registration Number
ACR Electronics, Inc.	Firefly	U.S.	2509296 76074473
ACR Electronics, Inc.	Firefly Plus	U.S.	1863089 74365793
ACR Electronics, Inc.	Pathfinder	U.S.	1899613 74280120
ACR Electronics, Inc.	ACR & Design	U.S.	1160716 73214913
ACR Electronics, Inc.	Rescue Lite	U.S.	1010695 72460469
ACR Electronics Europe GmbH	ACR Cartreuse Trade Dress (Design Only)	U.S.	4290451 85585184
ACR Electronics, Inc.	Nauticast	U.S.	2827321 76476658
ACR Electronics, Inc.	Artex	U.S.	4365888 85651874
ACR Electronics, Inc.	ACR	U.S.	4322221 85651906

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release of Security Interest in Trademarks (First Lien) as of the day and year first above written.

BNP PARIBAS, as Collateral Agent

By: 
Name: Charles Romano
Title: Director

By: 
Name: Yung Wu
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks (First Lien)]