

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533762

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|---|-----------------------------------|--------------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Aldine Capital Fund II, L.P., as Agent | | 07/26/2019 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Applied Process, Inc. | | |
| Street Address: | 12202 Newburgh Road | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48150 | | |
| Entity Type: | Corporation: MICHIGAN | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4303003 | CADI | |
| Serial Number: | 85596206 | LADI | |
| Registration Number: | 4206046 | AP | |
| Registration Number: | 4243831 | APPLIED PROCESS | |
| Registration Number: | 4198340 | HOSTILE DUCK IRON POWER SPORTS | |
| Registration Number: | 4198344 | MONSTER PARTS | |
| Registration Number: | 4163632 | CARBO-AUSTEMPERED | |
| Registration Number: | 4163633 | CARBO-AUSTEMPERING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 7043778156 | | |
| Email: | jcarusone@robinsonbradshaw.com | | |
| Correspondent Name: | Jennifer Carusone | | |
| Address Line 1: | 101 N. Tryon St., Suite 1900 | | |
| Address Line 2: | Robinson, Bradshaw & Hinson, P.A. | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28246 | | |
| NAME OF SUBMITTER: | Jennifer Carusone | | |

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| | |
|---|---------------------|
| SIGNATURE: | /Jennifer Carusone/ |
| DATE SIGNED: | 07/26/2019 |
| Total Attachments: 4 source=Aalberts-Applied Process-Aldine Trademark Release (Executed)#page1.tif source=Aalberts-Applied Process-Aldine Trademark Release (Executed)#page2.tif source=Aalberts-Applied Process-Aldine Trademark Release (Executed)#page3.tif source=Aalberts-Applied Process-Aldine Trademark Release (Executed)#page4.tif | |

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of July 26, 2019, by Aldine Capital Fund II, L.P., in its capacity as Agent ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Applied Process, Inc., a Michigan corporation ("Debtor") and Agent are parties to that certain Trademark Security Agreement dated as of August 13, 2014 (the "Security Agreement") pursuant to which Debtor granted a security interest to Agent for the benefit of the Purchasers in certain Trademarks and Trademark Collateral (as defined below) as security for the prompt and complete payment and performance when due of all Obligations owing by Debtor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Trademark and Trademark Office on August 15, 2014, at Reel 5345, Frame 0668;

WHEREAS, the Agent now desires to terminate and release its security interest in the Trademarks and Trademark Collateral listed on Schedule 1 hereto and reassign any and all rights in the same to Debtor.

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

1. Agent hereby irrevocably and unconditionally terminates, releases and discharges its lien on and security interest in all of the collateral under which any rights are granted under the Security Agreement (collectively the "Trademark Collateral"), including without limitation any and all of the following:

- (i) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

- (ii) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on Schedule, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto 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 or other indicia of trade origin;

- (iii) all renewals and extensions of the foregoing;
- (iv) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iii) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark License, including any Trademark, Trademark registration on Schedule 1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark or for any breach or enforcement of any Trademark License.

2. To the extent that Agent retain any interest in the Trademark Collateral, Agent hereby irrevocably and unconditionally reassigns, grants and conveys to the Debtor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademark Collateral.
3. Agent hereby authorizes the filing, without further notice, of this Release and any termination that is necessary to release the Trademark Collateral, at the United States Patent and Trademark Office and any comparable office outside the United States by the Debtor (or the Debtor's designee), at the Debtor's sole cost and expense. Agent hereby agrees to execute, acknowledge and deliver to the Debtor all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.
4. This Release shall be construed, interpreted and the rights of the parties determined in accordance with, the laws of the State of Illinois, without regard to conflicts of law principles or rules that would require the application of the laws of another jurisdiction other than the State of Illinois.
5. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided in the Security Agreement.

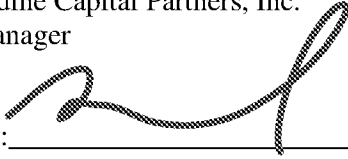
[Signature Page Follows]

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

ALDINE CAPITAL FUND II, L.P., a Delaware limited partnership

By: Aldine GP II, LLC
Its: General Partner

By: Aldine Capital Partners, Inc.
Its: Manager

By: 
Name: Michael J. Revord
Title: President

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

| Title | Application No. Filing Date | Trademark No. Issue Date |
|-----------------------------------|--|-------------------------------------|
| CADI | 85596227 4/12/12 | 4303003 3/12/13 |
| LADI | 85596206 4/12/12 | N/A |
| AP | 85547913 2/21/12 | 4206046 9/11/12 |
| APPLIED PROCESS | 85547889 2/21/12 | 4243831 11/13/12 |
| HOSTILE DUCK IRON POWER SPORTS | 85521579 1/20/12 | 4198340 8/28/12 |
| MONSTER PARTS | 85521604 1/20/12 | 4198344 8/28/12 |
| CARBO-AUSTEMPERED | 85382091 7/27/11 | 4163632 6/26/12 |
| CARBO-AUSTEMPERING | 85382109 7/27/11 | 4163633 6/26/12 |