

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535516

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Business Credit, Inc.		08/01/2019	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	ABC Industries, Inc.
Street Address:	301 Kings Highway
City:	Winona Lake
State/Country:	INDIANA
Postal Code:	46590
Entity Type:	Corporation: INDIANA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1134550	MINE DUCT
Registration Number:	1134549	RIGIDUCT
Registration Number:	1662460	MINEVENT
Registration Number:	1675145	VENTATEX
Registration Number:	1701853	VINOLON
Registration Number:	1219140	VINOLON
Registration Number:	1220924	VENTATEX
Registration Number:	1767820	ABC
Registration Number:	877780	MINEVENT
Registration Number:	1710776	VENTASTAT

CORRESPONDENCE DATA

Fax Number: 5616596313

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: 561-653-5000

Email: angela.martin@akerman.com

Correspondent Name: Akerman LLP

Address Line 1: 777 S. Flagler Dr., Ste. 1100 West Tower

CH \$265.00 1134550

Address Line 4:	West Palm Beach, FLORIDA 33401
ATTORNEY DOCKET NUMBER:	0354094
NAME OF SUBMITTER:	Jerrod Bevan
SIGNATURE:	/Jerrod Bevan/
DATE SIGNED:	08/06/2019
Total Attachments: 5 source=Wells Fargo Patent and Trademark Security Interest Release - Project Cardinal (Executed)#page1.tif source=Wells Fargo Patent and Trademark Security Interest Release - Project Cardinal (Executed)#page2.tif source=Wells Fargo Patent and Trademark Security Interest Release - Project Cardinal (Executed)#page3.tif source=Wells Fargo Patent and Trademark Security Interest Release - Project Cardinal (Executed)#page4.tif source=Wells Fargo Patent and Trademark Security Interest Release - Project Cardinal (Executed)#page5.tif	

TERMINATION AND RELEASE OF
GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Termination and Release of Grant of Security Interest in Patents and Trademarks (“**Release**”) is made and effective as of August 1 2019 and granted by WELLS FARGO BUSINESS CREDIT, INC. (the “**Secured Party**”), a Minnesota corporation, in favor of ABC Industries, Inc., an Indiana corporation (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of December 28, 2001 (the “**Loan Agreement**”) by and between the Grantor and the Secured Party, the Grantor executed and delivered to the Secured Party that certain Patent and Trademark Security Agreement by and between the Grantor and the Secured Party dated as of December 28, 2001 (the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 2635, beginning at Frame 0055 on September 12, 2002; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Collateral pursuant to the Loan Agreement.

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

1. Release of Security Interest. Secured Party, on behalf of itself and its successors, assigns and legal representatives, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Collateral**”):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications and unregistered marks set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WELLS FARGO BUSINESS CREDIT, INC.

By: Kerri Otto

Name: Kerri Otto

Title: Senior Vice President

Address for Notices:

ACKNOWLEDGMENT

STATE OF Minnesota

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)SS.

COUNTY OF Hennepin

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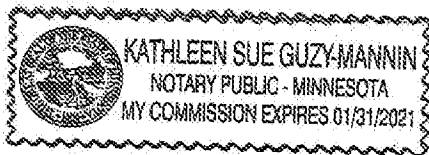
On the 1 day of August, 2019, before me personally appeared Kerri Otto, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in [his/her] authorized capacity as the SVP of Wells Fargo Business Credit, Inc., the Corporation described, and acknowledged the instrument to be the free act and deed of Wells Fargo Business Credit, Inc. for the uses and purposes mentioned in the instrument.

Kathleen Sue Guzy-Mannin

Notary Public

Printed Name:

My Commission Expires:



SCHEDULE 1

PATENTS

Title	Jurisdiction	Number	Issue Date
Warp Knit Weft Insertion Fabric and Plastic Sheet Reinforced Therewith	U.S.	4615934	October 7, 1986
Quick Release Couplings with Spacer Ring to Align Spline Rod	U.S.	5816625	October 6, 1998
Anti-Static Reinforced Fabric Construction	U.S.	5147714	September 15, 1992
Sound Attenuator	U.S.	4421202	December 20, 1983 (co-owned with ABC Manufacturers of Canada, Ltd.)
Warp Knit Weft Insertion Fabric and Plastic Sheet Reinforced Therewith	Australia	582482	July 21, 1989
Warp Knit Weft Insertion Fabric and Plastic Sheet Reinforced Therewith	Canada	1254758	July 21, 1989
Sound Attenuator	Canada	1164349	March 27, 1984

SCHEDULE 2

REGISTERED TRADEMARKS

Mark	Jurisdiction	Registration Number	Registration Date
MINE DUCT	U.S.	1134550	May 6, 1980
RIGIDUCT	U.S.	1134549	May 6, 1980
MINEVENT	U.S.	1662460	October 29, 1991
VENTATEX	U.S.	1675145	February 11, 1992
VINOLON	U.S.	1701853	July 21, 1992
VINOLON	U.S.	1219140	December 7, 1982
VENTATEX	U.S.	1220924	December 21, 1982
	U.S.	1767820	April 27, 1993
	U.S.	877780	September 30, 1969
VENTASTAT	U.S.	1710776	August 25, 1992
VENTASTAT	Australia	A547055	December 6, 1990
VENTATEX	Australia	A547056	December 6, 1990

UNREGISTERED TRADEMARKS

AIRSTOP			
AUTOFEED			
CABLECOVER			
DUALFLOW			
ENVIRODUCT			
FIRETEX			
FLOFLEX			
FLOVENT			
METSOUND			
STRATAGRID			
THERMOHOUSE			
TRAXX-FAN			
VENTALENE			