# CH \$290.00 28636

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM547636

| SUBMISSION TYPE:      | NEW ASSIGNMENT               |  |
|-----------------------|------------------------------|--|
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |  |

#### **CONVEYING PARTY DATA**

| Name                         | Formerly | Execution Date | Entity Type                                    |
|------------------------------|----------|----------------|--|
| KeyBank National Association |          | 10/24/2019     | National Banking Association:<br>UNITED STATES |

## **RECEIVING PARTY DATA**

| Name:           | NYE Lubricants, Inc.       |
|-----------------|----------------------------|
| Street Address: | 12 Howland Road            |
| City:           | Fairhaven                  |
| State/Country:  | MASSACHUSETTS              |
| Postal Code:    | 02719                      |
| Entity Type:    | Corporation: MASSACHUSETTS |

## **PROPERTY NUMBERS Total: 11**

| Property Type        | Number  | Word Mark                |
|----------------------|---------|--------------------------|
| Registration Number: | 2863676 | SMARTGEL                 |
| Registration Number: | 2944775 | THE SMART GREASE COMPANY |
| Registration Number: | 2329770 | NYETACT                  |
| Registration Number: | 2338374 | NYOIL                    |
| Registration Number: | 2373721 | NYETORR                  |
| Registration Number: | 2398447 | NYE ULTRA FILTERED       |
| Registration Number: | 2188471 | NYECORR                  |
| Registration Number: | 2153017 | NYEFILM                  |
| Registration Number: | 1314165 | NYEBAR                   |
| Registration Number: | 1315310 | NYOGEL                   |
| Registration Number: | 1239918 | NYE                      |

## CORRESPONDENCE DATA

**Fax Number:** 4014550701

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:** 401-455-0700

**Email:** kpaul@duffysweeney.com

Correspondent Name: Kathleen Paul

**Address Line 1:** 321 South Main Street, 4th Floor

TRADEMARK REEL: 006785 FRAME: 0019

900521676

| Address Line 4:         | Providence, RHODE ISLAND 02886 |  |
|-------------------------|--------------------------------|--|
| ATTORNEY DOCKET NUMBER: | 001310.001                     |  |
| NAME OF SUBMITTER:      | Kathleen Paul                  |  |
| SIGNATURE:              | /Kathleen Paul/                |  |
| DATE SIGNED:            | 11/01/2019                     |  |
|                         |                                |  |

## **Total Attachments: 3**

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## RELEASE AND TERMINATION OF TRADEMARK SECURITY INTEREST

This RELEASE AND TERMINATION OF TRADEMARK SECURITY INTEREST, is made as of the <u>ayiday</u> of October, 2019, by KeyBank National Association, (together with its successors and assigns, the "Lender" or "Grantor") and NYE Lubricants, Inc, a Massachusetts corporation (hereinafter referred to as "Grantee").

#### WITNESSETH:

WHEREAS, the Grantee and Grantor entered into that certain Trademark Collateral Security and Pledge Agreement dated March 20, 2001 as amended by that certain First Amended and Restated Security Agreement dated October 14, 2008 (collectively the "Security Agreements"), pursuant to which Grantee granted to Lender a security interest in all of Grantee's Trademarks listed in Schedule A attached hereto (the "Trademark Collateral"); and

WHEREAS, the Security Agreements are recorded at the United States Patent and Trademark Office at Reel 002277 Frame 0768 and Reel 3873 Frame 0264 respectively; and

WHEREAS, the Notes secured by the Security Agreements have now been satisfied and Grantee has requested Grantor's release, and Grantor has agreed to release any and all interest it may have in the Trademark Collateral and assign any and all rights it may have in the Trademark Collateral to Grantee.

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

- 1. <u>Defined Terms.</u> All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements.
- 2. Release of Security Interest. Grantor does hereby release, relinquish and discharge any and all interest it may have in the Trademark Collateral and hereby assigns any and all rights it may have in the Trademark Collateral to Grantee.

[Signature page follows]

TRADEMARK
REEL: 006785 FRAME: 0021

IN WITNESS WHEREOF, the Grantor has caused this Release of Trademark Security Interest to be executed and delivered as of the date first above written.

By: // January

Name: Acased January

Title: fan Coan Sterk

Its Duly Authorized Signatory

## ACKNOWLEDGEMENT

| STATE OF CATO  |
|--|
| COUNTY OF Cuyabaya   |
| On this 2415 day of October , 2019, before me, the undersigned notary public,                |
| personally appeared Achard Janese Zok , proved to me through satisfactory                    |
| evidence of identification, which was photographic identification with signature issued by a |
| federal or state governmental agency, I personal knowledge of the undersigned, to be the     |
| person whose named is signed on the preceding or attached document, and acknowledged to me   |

that he signed it voluntarily for its stated purposed as the 24th day of OctoBer . 2019

BETH M. CROSTON Hotery Public, State of Chic My Commission Expires October 10, 2022

Notary Public

Type or Print Name: 184

My commission expires: 10/10/3

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# EXHIBIT A

## **UNITED STATES TRADEMARKS**

# **REGISTRATIONS**

| Mark                     | App./Reg.<br>Number | Registration Date |
|--------------------------|---------------------|-------------------|
| Nye                      | 1,239,918           | May 31, 1983      |
| NveBar                   | 1,314,165           | January 15, 1985  |
| NyoGel                   | 1,315,310           | January 22, 1985  |
| NveFilm                  | 2,153,017           | April 21, 1998    |
| NyeCorr                  | 2,188,471           | September 8, 1998 |
| NyeTact                  | 2,329,770           | March 14, 2000    |
| NvOil                    | 2,338,374           | April 4, 2000     |
| NyeTorr                  | 2,373,721           | August 1, 2000    |
| Nye Ultrafiltered (Logo) | 2,398,447           | October 24, 2000  |
| The Smart Grease Company | 2,944,775           | April 26, 2005    |
| SmartGel                 | 2,863,676           | July 13, 2004     |

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**RECORDED: 11/01/2019** 

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