# OP \$40.00 86753834

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM548384

Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION		04/11/2016	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	DYNAMIC SYSTEMS, INC.		
Street Address:	c/o HCl Equity Partners, 1730 Pennsylvania Avenue, NW		
Internal Address:	Suite 525		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20006		
Entity Type:	Corporation: NEW YORK		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86753834	

### **CORRESPONDENCE DATA**

**Fax Number:** 6123408827

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:** 612-492-6842

**Email:** ip.docket@dorsey.com

Correspondent Name: JEFFREY R. CADWELL, DORSEY & WHITNEY LLP

Address Line 1: 50 SOUTH 6TH STREET

Address Line 2: SUITE 1500

Address Line 4: MINNEAPOLIS, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	052935-10076
NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	11/06/2019

**Total Attachments: 4** 

source=DYNAMIC SYSTEMS - U.S. BANK Trademark Security Release - Executed-v1#page1.tif source=DYNAMIC SYSTEMS - U.S. BANK Trademark Security Release - Executed-v1#page2.tif

TRADEMARK REEL: 006789 FRAME: 0950 source=DYNAMIC SYSTEMS - U.S. BANK Trademark Security Release - Executed-v1#page3.tif source=DYNAMIC SYSTEMS - U.S. BANK Trademark Security Release - Executed-v1#page4.tif

TRADEMARK REEL: 006789 FRAME: 0951

### RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST

This **RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST** (this "Release") is granted as of November 1, 2019, to DYNAMIC SYSTEMS INC., a New York corporation (formerly known as DSI Merger Sub Inc., a New York corporation, as successor by merger to Dynamic Systems Inc., a New York corporation, the "<u>Grantor</u>"), by and from U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "<u>Grantee</u>") for itself and as Administrative Agent for the Banks (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Banks, the Grantee, and the other entities party thereto, have entered into an Amended and Restated Credit Agreement dated as of April 11, 2016 (as amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Banks agreed to extend to the Grantor certain credit accommodations;

WHEREAS, the Grantor, the Banks, the Grantee, and the other parties thereto, have entered into a Pledge and Security Agreement and Irrevocable Proxy dated as of December 23, 2010, as reaffirmed by that certain Reaffirmation of Loan Documents dated as of April 11, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Confirmatory Grant of Security Interest in United States Trademarks dated as of April 11, 2016 (the "Collateral Assignment") granting the Grantee a security interest in and lien on certain Trademark Collateral (as defined below);

WHEREAS, the Collateral Assignment was recorded with the United States Patent and Trademark Office against the Trademark Collateral identified on Exhibit A hereto on April 12, 2016, at Reel 5769, Frame 0681; and

WHEREAS, the Grantor has satisfied all of the obligations under the Security Agreement and has requested that the Grantee terminate and release its security interests in and liens on the Trademark Collateral as herein provided.

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

- 1. <u>Definitions</u>. Capitalized terms used herein without definition are used as defined in the Credit Agreement.
- 2. <u>Release of Security Interest</u>. The Grantee hereby terminates, releases and discharges its security interest in and liens on the following Collateral of the Grantor (collectively, the "<u>Trademark</u> Collateral"):

those registered trademarks and tradenames set forth on Exhibit A, and including, without limitation, any and all common law rights in trademarks owned by the Grantor, all proceeds thereof together with the right to recover for past, present, and future infringements, all rights corresponding thereto throughout the world, and all renewals and extensions thereof, together with the goodwill of the business associated with said trademarks.

TRADEMARK REEL: 006789 FRAME: 0952

3. <u>Reassignment</u>. The Grantee hereby reassigns, grants and conveys to the Grantee, without any representation, recourse or undertaking by the Grantee, all of the Grantee's right, title and interest in and to the Trademark Collateral.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION

Name

Name: Christopher P. Zinn

Title: Senior Vice President

# **EXHIBIT A**

## 1. United States Trademarks:

**RECORDED: 11/06/2019** 

Mark	Application No.	Application Date	Country
Cube Trademark	86753834	9/11/2015	USA

RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST (U.S. BANK NATIONAL ASSOCIATION)

TRADEMARK REEL: 006789 FRAME: 0955