

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL (ON ITS OWN BEHALF AND AS SUCCESSOR-IN-INTEREST TO FIFTH THIRD BANK)		10/31/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	EXAL CORPORATION		
Street Address:	ONE PERFORMANCE PLACE		
City:	YOUNGSTOWN		
State/Country:	OHIO		
Postal Code:	44502		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4000776	EXAL	
Registration Number:	1919231		
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	SOPHIE ZANDER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38924/4		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		
DATE SIGNED:	11/08/2019		
Total Attachments: 4			

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TRADEMARK SECURITY INTEREST RELEASE

THIS TRADEMARK SECURITY INTEREST RELEASE (this “*Release*”) is made as of October 31, 2019, by BANK OF MONTREAL, a corporation registered in Ontario under number ON-1222776, in its capacity as agent (the “*Agent*”) (on its own behalf and as successor-in-interest to FIFTH THIRD BANK) in favor of EXAL CORPORATION, an Ohio corporation (the “*Grantor*”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the 2017 Security Agreement (as defined below).

WHEREAS, Fifth Third Bank, as U.S. Collateral Agent and predecessor-in-interest to Agent, Element Holdings II L.P., Element U.S. Holding Company and Grantor are parties to that certain Guarantee and Collateral Agreement dated as of March 31, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “*2010 Security Agreement*”);

WHEREAS, pursuant to and in accordance with the 2010 Security Agreement, Grantor granted Fifth Third Bank, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and to all Trademarks then owned or thereafter acquired by Grantor, and executed and delivered that certain Notice of Trademark Security Assignment in favor of Fifth Third Bank, dated as of March 31, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*2010 Trademark Notice*”);

WHEREAS, the 2010 Trademark Notice was recorded with the United States Patent and Trademark Office at Reel/Frame 4178/0411;

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement, dated as of March 3, 2017, by and among Fifth Third Bank, Agent, Element Holdings II L.P., the foreign collateral agents named therein, the lenders named therein, and certain affiliates of the Grantor (the “*Omnibus Agreement*”), Fifth Third Bank assigned its administrative agent and collateral agent roles under the Security Agreement to Agent, and Agent assumed such roles;

WHEREAS, pursuant to that certain Assignment of Trademark Security Assignment, by and between Fifth Third Bank and Agent, dated as of March 3, 2017 (the “*Assignment*”), Fifth Third Bank assigned, transferred, conveyed and delivered to Agent all of Fifth Third Bank’s right, title and interest in and to the 2010 Security Agreement and the 2010 Trademark Notice;

WHEREAS, the Assignment was recorded with the United States Patent and Trademark Office at Reel/Frame 6001/0486;

WHEREAS, the Grantor and the Agent entered into that certain Amended and Restated Guarantee and Collateral Agreement, dated as of March 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “*2017 Security Agreement*”), and that certain Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of March 3, 2017 (the “*2017 Trademark Notice*”);

WHEREAS, the 2017 Trademark Notice was recorded with the United States Patent and Trademark Office at Reel/Frame 6001/0465; and

WHEREAS, the Agent now agrees to release its security interest in and to the trademarks granted to Agent pursuant to the 2010 Trademark Notice (as assigned under the Assignment) and the 2017 Trademark Notice (collectively, the “*Trademark Security Agreements*”) including those trademarks listed on Schedule A hereto (the “*Trademark Collateral*”).

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

SECTION 1. Release of Grant of Security. The Agent hereby releases its right, title and interest in and to the Trademark Collateral, including in and to the Trademark Collateral listed on Schedule A hereto, granted to it pursuant to the Trademark Security Agreements.

SECTION 2. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Release. The Agent shall take all further actions (including, without limitation, the execution and delivery of any documents or other instruments) reasonably requested by the Grantor to effect the release and termination of the security interest in the Trademark Collateral.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

[Signature Page Follows]

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

BANK OF MONTREAL

as Agent

By:



Name:

Dmitry Lepenkov

Title:

Vice President

SCHEDULE A

U.S. TRADEMARK COLLATERAL

Reg. No.	Mark
4,000,776	EXAL
1,919,231	E Wave Design