# OP \$40.00 4540505

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM550609

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		11/05/2019	Corporation: MARYLAND

### **RECEIVING PARTY DATA**

Name: Superior Holding, LLC	
Street Address:	3786 Ridge Road
City: Cleveland	
State/Country:	OHIO
Postal Code:	44144
Entity Type:	Limited Liability Company: OHIO

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4540505	CRYOMAC2

### **CORRESPONDENCE DATA**

Fax Number:

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:** 6172485281

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place
Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2011269-0005
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel I. scales/
DATE SIGNED:	11/22/2019

### **Total Attachments: 4**

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TRADEMARK REEL: 006802 FRAME: 0023

### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 5, 2019, by ARES CAPITAL CORPORATION ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, Superior Holding, LLC, an Ohio limited liability company ("Grantor") and Secured Party (as successor in interest by assignment from General Electric Company, as successor by merger to General Electric Capital Corporation) were parties to that certain Trademark Security Agreement dated as of February 3, 2017 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 8, 2017, at Reel 005984, Frame 0402;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
    - (ii) all renewals and extension of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

TRADEMARK
REEL: 006802 FRAME: 0024

[Signature Page Follows]

TRADEMARK REEL: 006802 FRAME: 0025

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

> ARES CAPITAL CORPORATION, as Secured Party

By: Name:

Title:

lan Fitzgerald Authorized Signatory

Trademark Release and Reassignment

**TRADEMARK REEL: 006802 FRAME: 0026** 

# SCHEDULE 1

# United States Trademark Registrations and Applications

# U.S. TRADEMARKS

	Mark	Serial No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
-	CRYOMAC2	86017327	7/23/13	4540505	5/27/14	Registered	Superior
-							Holding,
*							LLC

5982 0903 5984 0402

TRADEMARK REEL: 006802 FRAME: 0027

**RECORDED: 11/22/2019**