# CH \$290.00 33335

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM566988

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date Entity Type	
Virtus Group, LP		03/13/2020	Limited Partnership: TEXAS

#### **RECEIVING PARTY DATA**

Name:	Tekra, LLC
Street Address:	2018 Powers Ferry Road, Suite 550
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Limited Liability Company: DELAWARE
Name:	Trient, LLC
Street Address:	2018 Powers Ferry Road, Suite 550
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3333588	DURA-GO
Registration Number:	3333589	DURA-GO
Registration Number:	3413963	TEKRA
Registration Number:	3877155	PROTEK
Registration Number:	3668043	PROTEK
Registration Number:	3890375	TERRAPIN
Registration Number:	3890374	TERRAPIN TEKRA HARDCOATED FILMS
Registration Number:	3890373	MARNOT
Registration Number:	3890376	MARNOT HARDCOATED FILMS
Registration Number:	2165804	TRIENT
Registration Number:	5902436	TEKRA

#### **CORRESPONDENCE DATA**

TRADEMARK REEL: 006891 FRAME: 0032

900540204

Fax Number: 7044441111

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.

7044441124 Phone:

Email: elaine.hunt@alston.com **Correspondent Name:** Michele M. Glessner Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
SIGNATURE:	/Elaine B. Hunt/
DATE SIGNED:	03/13/2020

**Total Attachments: 5** 

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#### PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

This **PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST** (this "*Partial Release*") is granted as of March 13, 2020 by **VIRTUS GROUP, LP,** as administrative agent and collateral agent (the "*Administrative Agent*" or the "*Grantee*"), in favor of **TEKRA, LLC,** a Delaware limited liability company, and **TRIENT, LLC,** a Delaware limited liability company (each individually, a "*Grantor*", and, collectively, the "*Grantors*");

**WHEREAS**, the Grantors, among others, have executed and delivered a Trademark Security Agreement, dated as of dated September 30, 2019 and recorded on October 2, 2019 at Reel 6762, Frame 0035 (the "*Trademark Agreement*"), which was recorded with the United States Patent and Trademark Office (the "*USPTO*"); capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Trademark Agreement.

**WHEREAS**, pursuant to the Trademark Agreement, each Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks set forth in <u>Schedule A</u> annexed hereto (the "*Specified Trademark Collateral*"); and

WHEREAS, each Grantor has requested that that the Grantee terminate, release and discharge fully its security interest in the Specified Trademark Collateral and to re-convey to the applicable Grantor any and all rights in and to the Specified Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee does hereby terminate, release and discharge, without any representation or warranty, any and all liens and security interests it may have in and to the Specified Trademark Collateral and releases all other rights it may have to the Specified Trademark Collateral under the Security Agreement and the Trademark Agreement.

The Grantee, to the extent granted in the Security Agreement or the Trademark Agreement, hereby assigns, grants and otherwise re-conveys to the applicable Grantor all of its right, title and interest in and to the Specified Trademark Collateral originally granted to the Grantee pursuant to the Security Agreement or Trademark Agreement.

The Grantee hereby authorizes and requests that the USPTO note and record this Partial Release.

Except for the release of Specified Trademark Collateral specifically identified on Schedule A attached hereto, all terms and provisions of the Trademark Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. Any lien and/or security interest granted in any Trademarks pursuant to the Trademark Agreement shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).

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# THIS PARTIAL RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Partial Release as of the date above first written.

VIRTUS GROUP, LP. as Grante

By:

Name: Title:

[EIS - Signature Page to Partial Release of Trademark Security Interest]

# Schedule A

## **Specified Trademark Collateral**

# **Registrations:**

Trademark	Owner	Application/ Registration Date	Status	Application/ Registration No.	Owned or Licensed?
DURA-GO	Tekra, LLC	November 13, 2007	Live	3333588	Owned
DURA-GO &	Tekra, LLC	November 13, 2007	Live	3333589	Owned
TEKRA	Tekra, LLC	April 22, 2008	Live	3413963	Owned
PROTEK	Tekra, LLC	November 16, 2010	Live	3877155	Owned
PROTEK &	Tekra, LLC	August 18, 2009	Live	3668043	Owned
TERRAPIN	Tekra, LLC	December 14, 2010	Live	3890375	Owned
TERRAPIN TEKRA HARDCOATED FILMS terrapin &	Tekra, LLC	December 14, 2010	Live	3890374	Owned
MARNOT	Tekra, LLC	December 14, 2010	Live	3890373	Owned
MARNOT HARCOATED FILMS &	Tekra, LLC	December 14, 2010	Live	3890376	Owned

MARNOT					
TRIENT	Trient, LLC	June 16, 1998	Live	2165804	Owned
TEKRA	Tekra, LLC	April 24, 2019 / November 5, 2019	Live	Serial No. 88/399825 / Reg. No. 5902436	Owned

**RECORDED: 03/13/2020**