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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM587792

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|
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NATURE OF CONVEYANCE: RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|-------------------------------------|
| Bank of America, N.A. | | 07/21/2020 | National Association: UNITED STATES |

RECEIVING PARTY DATA

| Name: | Techmer PM, Inc. (f/k/a Techmer PM, LLC) |
|-----------------|--|
| Street Address: | 1 Quality Circle |
| City: | Clinton |
| State/Country: | TENNESSEE |
| Postal Code: | 37716 |
| Entity Type: | Corporation: CALIFORNIA |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------|----------|-------------|
| Serial Number: | 78408307 | FIBERTECH |
| Serial Number: | 78408289 | FIBERTECH |
| Serial Number: | 78096001 | FIBER TECH |
| Serial Number: | 78095966 | FIBER TECH |
| Serial Number: | 78095983 | FIBER TECH |
| Serial Number: | 78095972 | FIBER TECH |
| Serial Number: | 78095999 | FIBER TECH |
| Serial Number: | 78095962 | FIBER TECH |
| Serial Number: | 78467067 | TECHMER |
| Serial Number: | 75783514 | TECHSPERSE |
| Serial Number: | 78502070 | ACCEL COLOR |
| Serial Number: | 85116632 | TECHSURF |

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132
Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

REEL: 007004 FRAME: 0721

900560117 REEL: 007004 FRAME: 072

Address Line 1: 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1944

NAME OF SUBMITTER: Scott Kareff (014951-1944)

SIGNATURE: /kc for sk/

DATE SIGNED: 07/21/2020

Total Attachments: 7

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release"), dated as of July 21, 2020, by BANK OF AMERICA, N.A., (the "Bank"), in favor of TECHMER PM, INC. (f/k/a Techmer PM, LLC), a California corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of April 29, 2011, by and among the Grantor and the Bank, (the "Security Agreement"), the Grantor granted to the Bank a security interest in the Grantor's right, title and interest in, to and under all of the collateral described in detail therein;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered (1) a Notice of Grant of Security Interest in Trademarks, by and among the Grantor and the Bank, (the "<u>Trademark Grant</u>"), which Trademark Grant was recorded with the United States Patent and Trademark Office ("<u>USPTO</u>") on May 19, 2011, in Reel 4544, Frame 0818, with respect to Trademarks (defined below), (2) a Notice of Grant of Security Interest in Patents by and between the Grantor and the Bank, (the "<u>First Patent Grant</u>"), which First Patent Grant was recorded with the USPTO on May 11, 2011, in Reel 026247, Frame 0145, and (c) a Notice of Grant of Security Interest in Patents by and between Grantor and the Bank, (the "<u>Second Patent Grant</u>" and, together with the First Patent Grant, the "<u>Patent Grants</u>"), which Second Patent Grant was recorded with the USPTO on June 28, 2011, in Reel 026516, Frame 0907, with respect to Patents (defined below); and

WHEREAS, the Bank acknowledges and agrees that the Security Agreement has been terminated and has agreed to terminate, cancel, discharge and release all of its rights in the collateral secured by the Security Agreement, including, without limitation, reconveyance of any and all of the rights and interests of the Bank in and to (1) the Patents listed in Exhibit A attached hereto and (2) the Trademarks listed on Exhibit B attached hereto (collectively, the "Released Collateral") to the Grantor.

NOW, THEREFORE, for other good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by each of the Security Agreement, the Trademark Grant and the Patent Grants, the receipt and sufficiency of which are hereby acknowledged, the Bank 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 Agreement.
- 2. TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST. The Bank hereby releases in its entirety all security interests, including the lien and security interest, granted pursuant to each of the Trademark Grant and the Patent Grants. Bank hereby reconveys to the Grantor, without recourse or warranty, all of Bank's right, title, claim and interest in and to the Released Collateral, including, but not limited to: 4839-4425-7570.

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- (a) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held:
- (b) Any and all design rights that may be available to the Grantor now or hereafter existing, created, acquired or held;
- (c) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");
- (d) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Grantor connected with and symbolized by such trademarks, including without limitation those set forth on <u>Exhibit B</u> attached hereto (collectively, the "<u>Trademarks</u>");
- (e) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above:
- (f) All licenses or other rights to use any of the Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (g) All amendments, extensions, renewals and extensions of any of the Patents or Trademarks; and
- (h) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 3. <u>RECORDATION</u>. The Bank hereby authorizes and requests the Commissioner for Patents, the Commissioner for Trademarks and any other government officials of the United States to record this Release of the security interest in the Released Collateral.
- 4. <u>FURTHER ASSURANCE</u>. The Bank hereby agrees to, at the sole expense of the Grantor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonable necessary to effect the release of the lien and security interest in the Released Collateral contemplated hereby.
- 5. <u>MODIFICATION</u>. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
- 6. <u>GOVERNING LAW</u>. The validity, interpretation, and enforcement of this Release and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the

laws of the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

7. <u>EXECUTION</u>. Delivery of an executed signature page to this Release by facsimile or electronic transmissions (including .pdf file) shall be effective as delivery of an original signature.

(Signature follows on next page)

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

BANK OF AMERICA, N.A., as Bank

Name: John M. Hall

Title: Senior Vice President

EXHIBIT A

PATENTS

Registered Patents

| Registration No. | Description of Patent | Registration Date |
|------------------|--|-------------------|
| 1103 | Wettable polymer fibers, compositions for preparing same | November 14, |
| 6,146,757 | and articles made therefrom | 2000 |
| 5,969,026 | Wettable polymer fibers | October 19, 1999 |
| 5,096,940 | Degradable polymeric compositions | March 17, 1992 |
| 5,096,939 | Degradable polymeric compositions | March 17, 1992 |

Patent Applications

| Serial | | |
|-----------|--|--------------------|
| No. | Description of Patent | Application Date |
| 12/491469 | Hydrophobic additive for use with fabric, fiber and film | June 25, 2009 |
| 11/162485 | Non-metameric color matching system and method | September 12, 2005 |
| 10/045391 | Wettable polyolefin fibers and fabrics | November 9, 2001 |

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EXHIBIT B

TRADEMARKS

TECHMER PM, INC.

Registered Marks

| Trademark | Registration No. | Registration Date |
|-------------|---------------------|------------------------|
| FIBERTECH | 78408307 | 4/26/2004 |
| | 2057229 | 5/21/2005 |
| FIBERTECH | 2957328 78408289 | 5/31/2005 4/26/2004 |
| PIDERTECTI | 78408289 | 4/20/2004 |
| | 2944056 | 4/26/2005 |
| | 78096001 | 11/30/2011 |
| ech | 2870404 | 8/3/2004 |
| FIBER TECH | 78095966 | 11/30/2001 |
| | 2849195 | 6/1/2004 |
| | 78095983 | 11/30/2001 |
| iber ech | 2809329 | 1/27/2004 |
| FIBER TECH | 78095972 | 11/30/2001 |
| | 2856713 | 6/22/2004 |
| | 78095999 | 11/30/2001 |
| iber och | 2809330 | 1/27/2004 |
| FIBER TECH | 78095962 | 11/30/2001 |
| | 2807408 | 1/20/2004 |
| TECHMER | 78467067 | 8/13/2004 |
| | 3001764 | 9/27/2005 |
| TECHSPERSE | 75783514 | 8/24/1999 |
| | 2649864 | 11/12/2002 |

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ACCEL CORPORATION

Registered Marks

| Trademark | Registration No. | Registration Date |
|-------------|------------------|-------------------|
| ACCEL COLOR | 78502070 | 10/19/2004 |
| | | |
| | 3084664 | 4/25/2006 |

Trademark Applications

| Trademark | Serial No. | Application Date |
|-----------|------------|------------------|
| TECHSURF | 85116632 | 8/26/2010 |

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TRADEMARK
REEL: 007004 FRAME: 0729

RECORDED: 07/21/2020