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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM589436

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS AT R/F 5940/0463	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ing Capital LLC, as Collateral Agent		07/29/2020	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Testek, LLC
Street Address:	12271 Globe Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48150
Entity Type:	Limited Liability Company: MICHIGAN
Name:	Avtron Aerospace, Inc.
Street Address:	7900 E. Pleasant Valley Road
City:	Independence
State/Country:	OHIO
Postal Code:	44131
Entity Type:	Corporation: DELAWARE

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	73422022	TESTEK	
Serial Number:	73695976	AVTRON	

### **CORRESPONDENCE DATA**

**Fax Number:** 2127514864

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:** 2129061209

**Email:** JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 885 THIRD AVE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 059492-0002

TRADEMARK REEL: 007011 FRAME: 0721

900561702

NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	07/30/2020		

# **Total Attachments: 3**

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TRADEMARK
REEL: 007011 FRAME: 0722

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release"), dated as of July 29, 2020, is made by ING CAPITAL LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent"), in favor of TESTEK, LLC ("Testek") and AVTRON AEROSPACE, INC. ("Avtron", together with Testek, the "Grantors" and each, a "Grantor"). Capitalized terms not defined herein have the meanings assigned to them (including by reference) in the Pledge and Security Agreement (as defined below).

**WHEREAS**, the Grantors and the Agent entered into (i) a Pledge and Security Agreement dated as of December 12, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Pledge and Security Agreement</u>"), and (ii) a Trademark Security Agreement dated as of December 12, 2016 (the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, each Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in and lien on all right, title and interest of such Grantor in, to and under all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, in each case, other than Excluded Assets (collectively, the "Trademark Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Trademark Office on December 20, 2016 at Reel/Frame 5940/0463; and

**WHEREAS**, the Agent has agreed to execute and deliver this Release to effectuate and evidence the release of its security interest in and lien on the Trademark Collateral.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties, hereby (i) terminates, releases and discharges its security interest in and lien on the Trademark Collateral, (ii) reassigns and retransfers to each Grantor (as applicable) any and all right, title and interest the Agent or any Secured Party may have in or to the Trademark Collateral, and (ii) terminates the Trademark Security Agreement.

[Signature page follows]

TRADEMARK
REEL: 007011 FRAME: 0723

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

ING CAPITAL LLC, as Collateral Agent

By:

Steve Fluxor

Name: Steven G. Fleenor

Title: Managing Director

By: John king

Name: John F. King, Jr.

Title: Director

# SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

GRANTOR	<u>MARK</u>	SERIAL NO.	REGISTRATION NO.
Testek, LLC	Testek	73422022	1290788
Avtron Aerospace, Inc.	Avtron	73695976	1495688

TRADEMARK
REEL: 007011 FRAME: 0725

**RECORDED: 07/30/2020**