

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest : Recorded at Reel/Frame - 6493/0281		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, STAMFORD BRANCH		10/09/2020	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	DAKOTA FLUID POWER, INC.		
Street Address:	125 McCarty Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77029		
Entity Type:	Corporation: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4377248	FEEDLOK	
Registration Number:	4427890	FILTERPAK	
Registration Number:	5053353	AIRCARE	
Registration Number:	5549157	MOBILESTAR	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	35989-190		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	10/11/2020		
Total Attachments: 8			

CH \$115.00 4377248

source=SBP - 2L Payoff Letter (Executed)_(71803605_1)#page1.tif
source=SBP - 2L Payoff Letter (Executed)_(71803605_1)#page2.tif
source=SBP - 2L Payoff Letter (Executed)_(71803605_1)#page3.tif
source=SBP - 2L Payoff Letter (Executed)_(71803605_1)#page4.tif
source=SBP - 2L Payoff Letter (Executed)_(71803605_1)#page5.tif
source=SBP - 2L Payoff Letter (Executed)_(71803605_1)#page6.tif
source=SBP - 2L Payoff Letter (Executed)_(71803605_1)#page7.tif
source=SBP - 2L Payoff Letter (Executed)_(71803605_1)#page8.tif

RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (“*Release*”) is made as of October 9, 2020 (the “*Effective Date*”) from UBS AG, STAMFORD BRANCH, as Collateral Agent for the Secured Parties (in such capacity, the “*Agent*”) to BISHOP LIFTING PRODUCTS, INC., DAKOTA FLUID POWER, INC., DELTA RIGGING & TOOLS, INC., HAMPTON RUBBER COMPANY, HANNA ACQUISITION CORPORATION, T & J ENTERPRISES, L.L.C., NATIONAL HOSE ACQUISITION CORPORATION, SHIPYARD SUPPLY ACQUISITION CORPORATION, AMERICAN WIRE ACQUISITION CORPORATION and WESTERN SLING COMPANY (each a “*Grantor*” and collectively, the “*Grantors*”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

WHEREAS, each Grantor was party to a Second Lien Security Agreement (as amended, modified or supplemented in accordance with its terms, the “*Security Agreement*”) dated as of March 27, 2014 in favor of the Agent and for the benefit of the Secured Parties;

WHEREAS, each of Hampton Rubber Company, National Hose Acquisition Corporation, Bishop Lifting Products, Inc. (f/k/a BLP Purchaser Corporation), Delta Rigging & Tools, Inc., and T & J Enterprises, L.L.C. was party to a Second Lien Intellectual Property Security Agreement (as amended, modified or supplemented in accordance with its terms, the “*First IP Security Agreement*”) dated as of March 27, 2014 in favor of the Agent and for the benefit of the Secured Parties;

WHEREAS, Hanna Acquisition Corporation was party to a Second Lien Intellectual Property Security Agreement (as amended, modified or supplemented in accordance with its terms, the “*Second IP Security Agreement*”) dated as of March 27, 2014 in favor of the Agent and for the benefit of the Secured Parties;

WHEREAS, Dakota Fluid Power, Inc. was party to a Second Lien Intellectual Property Security Agreement (as amended, modified or supplemented in accordance with its terms, the “*Third IP Security Agreement*”) dated as of December 3, 2018 in favor of the Agent and for the benefit of the Secured Parties;

WHEREAS, American Wire Acquisition Corp was party to a Second Lien Intellectual Property Security Agreement (as amended, modified or supplemented in accordance with its terms, the “*Fourth IP Security Agreement*”) dated as of June 14, 2019 in favor of the Agent and for the benefit of the Secured Parties;

WHEREAS, Shipyard Supply Acquisition Corporation was party to a Second Lien Intellectual Property Security Agreement (as amended, modified or supplemented in accordance with its terms, the “*Fifth IP Security Agreement*”) dated as of September 3, 2019 in favor of the Agent and for the benefit of the Secured Parties;

WHEREAS, Western Sling Company was party to a Second Lien Intellectual Property Security Agreement dated as of November 4, 2019 in favor of the Agent and for the

benefit of the Secured Parties (as amended, modified or supplemented in accordance with its terms, the "*Sixth Security Agreement*") and together with the First IP Security Agreement, Second IP Security Agreement, Third IP Security Agreement, Fourth IP Security Agreement and Fifth IP Security Agreement, the "*IP Security Agreements*";

WHEREAS, as of the Effective Date, all amounts owing and due under the Credit Agreement, the Security Agreement, the IP Security Agreements and the Loan Documents were repaid, and upon such payment all security interests granted to Agent under the Security Agreement and the IP Security Agreements were released and terminated and Agent wishes to further evidence such release;

WHEREAS, pursuant to the IP Security Agreements, as collateral security for the payment and performance in full of all Obligations each Grantor pledged and granted to the Agent, for the benefit of the Agent and the Secured Parties, security interest in all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether then existing or thereafter arising or acquired from time to time (collectively, the "*IP Collateral*"): (a) all patents and patent applications ("Patents") owned by any Grantor, including those referred to on Exhibit A hereto; (b) all trademarks and service mark registrations and applications ("Trademarks") owned by any Grantor, including those referred to on Exhibit B hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby; (c) all reissues, continuations, continuations-in-part, extensions, renewals and reexaminations of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; (d) any and all claims for damages, other payments and/or injunctive relief with respect to any of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement, dilution, misappropriation, violation, misuse or breach of any of the foregoing or (ii) injury to the goodwill associated with any of the foregoing, in each of (i) and (ii) with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and (e) all Proceeds of, in collateral for, income, royalties and other payments and now or hereafter due and/or payable with respect to, and supporting obligations relating to, any of the foregoing or arising from any of the foregoing;

WHEREAS, the First IP Security Agreement was recorded with the United States Patent and Trademark Office on March 27, 2014, at Reel 5245 Frame 0387; and

WHEREAS, the Second IP Security Agreement was recorded with the United States Patent and Trademark Office on March 27, 2014, at Reel 032539, Frame 0976; and

WHEREAS, the Third IP Security Agreement was recorded with the United States Patent and Trademark Office on December 3, 2018, at Reel 006493, Frame 0281; and

WHEREAS, the Fourth IP Security Agreement was recorded with the United States Patent and Trademark Office on June 18, 2019, at Reel 049512, Frame 0721; and

WHEREAS, the Fifth IP Security Agreement was recorded with the United States Patent and Trademark Office on September 4, 2019, at Reel 6736, Frame 0585; and

WHEREAS, the Sixth IP Security Agreement was recorded with the United States Patent and Trademark Office on November 6, 2019 at Reel 6790, Frame 0040.

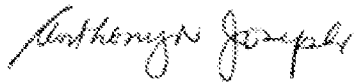
NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged:

1. Release of Security Interest. The Agent, on behalf of itself, the Secured Parties, and its and their successors, legal representatives and assigns, without recourse, representation or warranty of any kind, express or implied, free and clear of any claims by the Agent, (a) hereby irrevocably and forever terminates, releases and discharges fully its security interest in all of the right, title and interest in, to and under the IP Collateral, and reassigns to the Grantors any and all right, title and interest that it may have in and to the IP Collateral; and (b) terminates and releases the IP Security Agreements in their entirety.
2. Governing Law. This Release and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of New York.
3. Recordation of Release. The Agent understands and agrees that this Release may be recorded by or for each Grantor with the U.S. Patent and Trademark Office, and hereby authorizes each Grantor to record this Release with the U.S. Patent and Trademark Office.

[remainder intentionally left blank]

IN WITNESS WHEREOF, the Agent has executed this Release of Security Interest in Intellectual Property as of the Effective Date.

UBS AG, STAMFORD BRANCH,
as Agent

By: 
Name: Anthony Joseph
Title: Associate Director

By: 
Name: Housseem Daly
Title: Associate Director

EXHIBIT A
PATENTS

Grantor	Title	Country	Application Date	Application No.	Issue Date	Patent No.
Hanna Acquisition Corporation	Hog Paddle and Method of Manufacturing the Same	U.S.	11/16/2011	13/298,114	8/21/2012	8,246,426
AMERICAN WIRE ACQUISITION CORPORATION	Load Leveling Sling Rigging Apparatus	U.S.	6/10/1996	08/660,919	3/17/1998	5727833
AMERICAN WIRE ACQUISITION CORPORATION	Eye-and-Eye Sling	U.S.	5/9/1997	08/853,510	11/17/1998	5836631

**EXHIBIT B
TRADEMARKS**

Grantor/Owner	Trademark	Country	Filing Date	Serial No.	Registration Date	Registration No.
Hampton Rubber Company	SINGER EQUITIES	U.S.	February 22, 2006	78979402	January 15, 2008	3370943
Hampton Rubber Company	VIKING	U.S.	March 3, 2011	85256725	December 13, 2011	4071991
National Hose Acquisition Corporation	TRS	U.S.	September 26, 2004	78489667	May 20, 2008	3432611
Bishop Lifting Products, Inc. (f/k/a BLP Purchaser Corporation)	B	U.S.	May 24, 2012	85634740	April 30, 2013	4327153
Bishop Lifting Products, Inc. (f/k/a BLP Purchaser Corporation)	BISHOP LIFTING PRODUCTS, INC.	U.S.	May 24, 2012	85634763	April 23, 2013	4323273
Bishop Lifting Products, Inc. (f/k/a BLP Purchaser Corporation)	LIFTMAX	U.S.	May 24, 2012	85634772	January 22, 2013	4278982
Bishop Lifting Products, Inc. (f/k/a BLP Purchaser Corporation)	MAXIRIDER	U.S.	May 24, 2012	85634755	January 8, 2013	4272275
Bishop Lifting Products, Inc.	B	U.S.	July 31, 2012	85691719	April 30, 2013	4327418
Bishop Lifting Products, Inc.	BISHOP LIFTING PRODUCTS, INC.	U.S.	July 31, 2012	85691723	April 23, 2013	4323456
Delta Rigging & Tools, Inc.	PIPELINER PLUS	U.S.	December 19, 2013	86148234	N/A	N/A
Delta Rigging & Tools, Inc.	FLEXI-GRIP	U.S.	December 19, 2013	86148768	N/A	N/A
Delta Rigging & Tools, Inc.	TUFFY	U.S.	February 20, 2014	86199643	N/A	N/A

Delta Rigging & Tools, Inc.	TUFFY	U.S.	March 3, 2014	86209554	N/A	N/A
Delta Rigging & Tools, Inc.	TUFFY PRODUCTS	U.S.	February 21, 2014	86200143	N/A	N/A
Delta Rigging & Tools, Inc.	DELTA RIGGING & TOOLS	U.S.	February 21, 2014	86200217	N/A	N/A
Delta Rigging & Tools, Inc.	DELTA RIGGING & TOOLS	U.S.	February 21, 2014	86200259	N/A	N/A
T & J Enterprises, L.L.C.	MORGAN CITY RENTALS	U.S.	June 7, 2002	76418607	June 24, 2003	2728885
T & J Enterprises, L.L.C.	T&J SYNTHETICS	U.S.	November 16, 2009	77873140	December 7, 2010	3887777
SHIPYARD SUPPLY ACQUISITION CORPORATION	IMT Mobile Trac	U.S.	May 3, 2019	88414857	December 3, 2019	5,925,338
WESTERN SLING COMPANY	WESTERN SLING COMPANY	U.S.	May 22, 2019	88-441,847	N/A	N/A
WESTERN SLING COMPANY	ALL-GRIP	U.S.	December 24, 1992	74-342,965	April 5, 1994	1829181
Dakota Fluid Power Inc.	FILTERPAK	U.S.	October 18, 2012	85/757,341	November 5, 2013	4,427,890
Dakota Fluid Power, Inc.	AirCARE	U.S.	January 22, 2016	86/883,469	October 4, 2016	5,053,353
Dakota Fluid Power, Inc.	FeeLok	U.S.	January 10, 2012	85/513,112	July 30, 2013	4,377,248
Dakota Fluid Power, Inc.	MobileStar	U.S.	November 14, 2017	87/683,884	August 28, 2018	5,549,157
Dakota Fluid Power, Inc.	Prairie Truck Equipment	State (ND)	-	32057100	July 9, 2012	32057100
Dakota Fluid Power, Inc.	PTE	State (ND)	-	32061100	July 9, 2012	32061100
Hampton Rubber Company	ONGUARD ACTIVE	CA	October 13, 2016	1804674	n/a	n/a
Hampton Rubber Company	ONGUARD HOSE MANAGEMENT SERVICES	CA	October 13, 2016	1804677	n/a	n/a
Hampton Rubber Company	ONGUARD ARMOR	CA	October 13, 2016	1804676	n/a	n/a

Hampton Rubber Company	ONGUARD	CA	October 13, 2016	1804675	May 17, 2018	TMA996980
Hampton Rubber Company	ONGUARD ALERT	CA	October 13, 2016	1804678	May 17, 2018	TMA996981