

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603727

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		10/19/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Oxbow Carbon LLC		
Street Address:	1601 Forum Place		
Internal Address:	Suite 1400		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4095390		
Registration Number:	4095389	OXBOW	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	017625.004640		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	10/19/2020		

OP \$65.00 4095390

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS (SECOND LIEN)**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)**, dated as of October 19, 2020 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”) in favor of Oxbow Carbon LLC, a Delaware limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Second Lien Security and Pledge Agreement dated as of January 4, 2018 (together with the Second Lien Oxbow Security and Pledge Agreement dated as of July 19, 2013, as amended, modified, supplemented, increased, extended, restated, refinanced and replaced from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in, to, and under all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on July 23, 2013 at Reel 5076 Frame 0627 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, Grantor’s right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security and Pledge Agreement dated as of January 4, 2018 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time), pursuant to the First Lien Credit Agreement, by and among the Grantor, Bank of America, N.A., in its capacity as administrative agent thereto, and others party thereto.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks (Second Lien) to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: *Felicia Brinson*

Name: Felicia Brinson

Title: Assistant Vice President

IP RELEASE
OXBOW CARBON LLC

TRADEMARK
REEL: 007079 FRAME: 0694

Schedule A

**Oxbow Carbon LLC
(Delaware Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest
Granted by Oxbow Carbon LLC
In Favor of Bank of America, N.A., as Administrative Agent (Second Lien)
Recorded July 23, 2013 at Reel 5076 Frame 0627**

Trademark Registrations

Mark	Reg. No.	Reg. Date
Design only	4095390	02/07/12
OXBOW	4095389	02/07/12