

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Trademark Security Interest Recorded at Reel/Frame 6294/0421		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Univest Bank and Trust Co.		10/14/2020	Corporation:
RECEIVING PARTY DATA			
Name:	O.S. Walker Company, Inc.		
Street Address:	60C SOLFERINO STREET		
City:	WORCESTER		
State/Country:	MASSACHUSETTS		
Postal Code:	01604		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0711814	CERAMAX	
Registration Number:	0905420	MILL MASTER	
Registration Number:	2552615	SCRAPMASTER	
Registration Number:	1065222	HEATMASTER	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3128767700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	059792-0006		
NAME OF SUBMITTER:	Thomas J. Buettner		
SIGNATURE:	/tjb/		
DATE SIGNED:	10/22/2020		
Total Attachments: 4			

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release"), dated as of October ~~14~~ 2020 (the "Effective Date"), is made by UNIVEST BANK AND TRUST CO., in its capacity as the Agent for and representative of the Lender Parties (as defined in the Credit Agreement, defined below) (in such capacity, the "Agent"), in favor of Walker Magnetics Group, Inc., a Massachusetts corporation ("Walker") and O. S. Walker Company, Inc., a Delaware corporation ("O.S. Walker") and together with Walker, each a "Grantor" and collectively, the "Grantors").

WHEREAS, (i) the Grantors, Alliance Portfolio Holdings, Inc., a Delaware corporation, The Spencer Turbine Company, a Connecticut Company, Markel Corporation, a Pennsylvania corporation, HydroWorx Holdings, Inc., a Pennsylvania corporation, TIGG, LLC, a Pennsylvania limited liability company, and HydroWorx International, Inc., a Pennsylvania corporation, as borrowers (collectively, the "Borrowers"), (ii) each lender from time to time party thereto (collectively, the "Lenders") and (iii) the Agent have entered into a Credit Agreement, dated as of March 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors have delivered a Trademark Security Agreement dated as of March 16, 2018 (the "Trademark Security Agreement") to Agent for recording with the United States Patent and Trademark Office ("USPTO"), pursuant to a Security Agreement dated as of March 16, 2018 in favor of the Agent for the benefit of the Lenders (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the USPTO at Reel 006294, Frame 0421 on March 19, 2018;

WHEREAS, Walker and a third party buyer have entered into that certain Asset Purchase Agreement, dated September 1, 2020 (the "Purchase Agreement"), pursuant to which Walker sold the Business Assets (as defined in the Purchase Agreement) of the Grantors (the transactions contemplated by the Purchase Agreement collectively the "Walker Entity Asset Sale");

WHEREAS, in connection with the Walker Entity Asset Sale, the Borrowers have requested that the Agent release, discharge fully and reassign to the Grantors its interest in all Specified Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Security Agreement.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to solely the Trademark Collateral (as defined in the Trademark Security Agreement) owned by the Grantors and reassigns same to Grantors, including, without limitation, all of Grantors' trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantors, whether registered or unregistered, including, without limitation, the trademarks listed on Schedule I annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing (collectively, the "Specified Collateral").

Nothing herein shall be deemed to constitute a release or discharge of the Agent's security interest in any other Trademark Collateral, which security interest remains in full force and effect as of the date hereof.

4. Governing Law. This Partial Release shall be governed by, and construed in accordance with, the law of the Commonwealth of Pennsylvania.

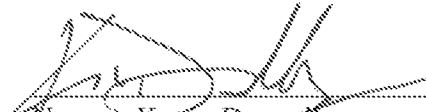
Except for the release of Specified Collateral specifically identified on Schedule I attached hereto, all terms and provisions of the Trademark Security Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Security 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 pursuant to the Trademark Security Agreement or the Security 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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IN WITNESS WHEREOF, the Agent has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

UNIVEST BANK AND TRUST CO., as Agent

By:


Name: Kevin Donnelly
Title: Vice President

Schedule I

<u>Grantor</u>	<u>Trademarks</u>	<u>Application / Registration Number</u>	<u>Country</u>
O. S. Walker Company, Inc.	Ceramax	711,814	United States
O. S. Walker Company, Inc.	Mill Master	905,420	United States
O. S. Walker Company, Inc.	Scrapmaster	2,552,615	United States
O. S. Walker Company, Inc.	Heatmaster	1,065,222	United States