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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM608358

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		11/09/2020	Corporation: MARYLAND

### **RECEIVING PARTY DATA**

Name:	W.R. SWEENEY MFR., INC.		
Street Address:	69 North Locust Street		
City:	Lititz		
State/Country:	PENNSYLVANIA		
Postal Code:	17543		
Entity Type:	Corporation: MISSOURI		

### **PROPERTY NUMBERS Total: 2**

Property Type Number		Word Mark	
Registration Number:	4304551		
Registration Number:	731965		

### **CORRESPONDENCE DATA**

Fax Number:

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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1288315 TM D
NAME OF SUBMITTER:	Wenny Zhu
SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	11/12/2020

**Total Attachments: 3** 

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TRADEMARK REEL: 007104 FRAME: 0343 source=D Trademark Release - W. R. Sweeney#page4.tif

TRADEMARK REEL: 007104 FRAME: 0344

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of November 9, 2020, by ARES CAPITAL CORPORATION., as collateral agent for the Lenders and the other Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent"), in favor of W.R. SWEENEY MFR., INC. (the "Grantor"). Capitalized terms used but not defined herein have the meanings specified (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Collateral Agent are party to (i) that certain Guarantee and Collateral Agreement dated as of June 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of June 21, 2017 (the "Trademark Security Agreement"), whereby the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on <u>Schedule I</u> hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;
- (d) all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution or other violation or impairment thereof; and
- (e) all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 24, 2017 at Reel/Frame 6112/0668; and

WHEREAS, the Grantor has requested that the Collateral Agent execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without any representation, warranty or recourse of any kind or nature, hereby releases and terminates its security interest in the Trademark Collateral, and reassigns and re-conveys to the Grantor any and all right, title or interest the Collateral Agent may have in, to or under the Trademark Collateral.

[Signature Page Follows]

TRADEMARK REEL: 007104 FRAME: 0345

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

ARES CAPITAL CORPORATION

as Collateral Agent

By: 2 U:le
Name: Jim Miller
Title: Authorized Signatory

## **SCHEDULE I**

# **TRADEMARKS**

# Trademark Registrations and Applications

TRADEM	ARK		COUNTRY	APPL NO. FILING DATE	REG. NO REG. DATE	GRANTOR
CONE	TRADE	DRESS	US	85/662735 6/27/2012	4304551 3/19/2013	W.R. SWEENEY MFR., INC.
CONE	TRADE	DRESS	US	72/093469 3/22/1960	0731965 5/22/1962	W. R. SWEENEY MFR., INC.

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**RECORDED: 11/12/2020**