

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM609529

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ares Capital Corporation		11/17/2020	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arrowhead Electrical Products, Inc.		
<b>Street Address:</b>	3705 95th Ave., NE		
<b>City:</b>	Blaine		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55014		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2276432	INTER	
<b>Registration Number:</b>	2345224	INTERPARTS	
<b>Registration Number:</b>	4673865	INTERPARTS	
<b>Registration Number:</b>	2229986	INTERPARTS	
<b>Registration Number:</b>	4673864	INTERPARTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6144614198		
<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>			
<b>Phone:</b>	614-469-3939		
<b>Email:</b>	bdepeder@jonesday.com, mmisitigh@jonesday.com		
<b>Correspondent Name:</b>	Brittany A. DePeder		
<b>Address Line 1:</b>	325 John H. McConnell Blvd.		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>NAME OF SUBMITTER:</b>	Melanie H. Misitigh		
<b>SIGNATURE:</b>	/Melanie H. Misitigh/		
<b>DATE SIGNED:</b>	11/18/2020		
<b>Total Attachments: 4</b>			

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**TERMINATION AND RELEASE OF A SECURITY  
INTEREST IN TRADEMARKS**

November 17, 2020

THIS TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of November 17, 2020 by ARES CAPITAL CORPORATION, in its capacity as administrative agent under the Credit Agreement (as defined below) (the “Administrative Agent”), in favor of Arrowhead Electrical Products, Inc. (the “Pledgor”).

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of July 21, 2017 (as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of May 30, 2018, and that certain Second Amendment to Amended and Restated Credit Agreement, dated as of May 7, 2019, and as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Credit Agreement”), by and among Arrowhead Holdco Company, AEP Holdings, Inc., the lenders from time to time party thereto, the Administrative Agent and the other parties party thereto;

WHEREAS, in connection with the Credit Agreement, the Pledgor executed and delivered that certain Guaranty and Security Agreement, dated as of August 31, 2015 (as reaffirmed by that certain Consent and Reaffirmation, dated as of July 21, 2017, and as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Guaranty and Security Agreement”), pursuant to which the Pledgor executed and delivered that certain Trademark Security Agreement, dated as of May 1, 2017, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 6047, Frame 0407, on May 2, 2017 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Trademark Security Agreement” and together with the Guaranty and Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Pledgor granted to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of November 17, 2020, the Administrative Agent acknowledged the full payment and performance of the Secured Obligations of the Pledgor, and accordingly the Pledgor has requested, and the Administrative Agent has agreed to provide, a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, the Administrative Agent hereby agrees as follows:

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

2. Release of Security Interest; Further Assurances. The Administrative Agent, without any representation and warranty by or any recourse to the Administrative Agent, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (ii) transfers and assigns to the Pledgor any and all right, title and interest that the Administrative Agent may have in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) and effect the release of such rights to the Pledgor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).


3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

**ARES CAPITAL CORPORATION,  
as Collateral Agent**

By: \_\_\_\_\_

Name: David Schwartz

Title: Authorized Signatory

## **SCHEDULE A**

### **Trademark Registrations:**

<b>Mark</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
INTER word	United States	75/292023	May 14, 1997	2276432	September 7, 1999	Arrowhead Electrical Products, Inc.
INTERPARTS & Design	United States	75/681490	April 13, 1999	2345224	April 25, 2000	Arrowhead Electrical Products, Inc.
INTERPARTS & Design	United States	86/102875	October 28, 2013	4673865	January 20, 2015	Arrowhead Electrical Products, Inc.
INTERPARTS word	United States	75/280916	April 25, 1997	2229986	March 9, 1999	Arrowhead Electrical Products, Inc.
INTERPARTS word	United States	86/102849	October 28, 2013	4673864	January 20, 2015	Arrowhead Electrical Products, Inc.

### **Trademark Applications:**

None.