

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612200

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRST NATIONAL BANK OF PENNSYLVANIA		11/30/2020	National Banking Association: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	TPS, LLC
<b>Street Address:</b>	2821 Olde Route 15
<b>City:</b>	New Columbia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	17856
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Wisconsin Oven Corp.
<b>Street Address:</b>	2675 Main St.
<b>City:</b>	East Troy
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53120
<b>Entity Type:</b>	Corporation: WISCONSIN

## PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	0769462	AUTOLADLE
Registration Number:	1333007	BLUE M
Registration Number:	4293134	C-EVO
Registration Number:	0849818	COMPACT
Registration Number:	3874178	ECLIPSE
Registration Number:	1118714	FRICION-AIRE
Registration Number:	4554896	GRUENBERG
Registration Number:	1550861	HOLIMESY
Registration Number:	0256076	HOMO
Registration Number:	0882525	HYAM
Registration Number:	4769305	INTUATOUCH
Serial Number:	86027216	INTUAWEB
Registration Number:	0837941	LINDBERG

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0836723	LINDBERG HEVI-DUTY
Registration Number:	2313632	LINDBERG/MPH
Registration Number:	4371438	LUNAIRE
Registration Number:	0991864	MOLDATHERM
Registration Number:	0913431	PACEMAKER
Serial Number:	86010585	SILVER SELECT
Registration Number:	3413293	STERI-DRY
Registration Number:	4716931	TC SERIES
Registration Number:	0650441	TEMPERITE
Registration Number:	2699592	TENNEY
Registration Number:	3825399	THERMAL PRODUCT SOLUTIONS
Registration Number:	3379046	TPS
Registration Number:	3029933	TPS
Registration Number:	3004775	TPS THERMAL PRODUCT SOLUTIONS
Registration Number:	1946114	TREET-ALL
Registration Number:	1123665	ULTRA-TEMP
Serial Number:	86101497	PRECISIONFLO
Registration Number:	4713585	UTC
Registration Number:	1175050	WO

**CORRESPONDENCE DATA**

**Fax Number:** 4123947959  
*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:** 412-391-3939  
**Email:** jnola@jonesday.com, mmisitigh@jonesday.com  
**Correspondent Name:** Joseph Nola  
**Address Line 1:** 500 Grant Ave.  
**Address Line 2:** Suite 4500  
**Address Line 4:** Pittsburgh, PENNSYLVANIA 15219

<b>NAME OF SUBMITTER:</b>	Melanie H. Misitigh
<b>SIGNATURE:</b>	/Melanie H. Misitigh/
<b>DATE SIGNED:</b>	12/03/2020

**Total Attachments: 7**  
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## **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“Release”) is made and effective as of November 30, 2020 and granted by First National Bank of Pennsylvania, in its capacity as administrative agent (in such capacity, the “Administrative Agent”), a national banking association, as administrative agent for the Lenders under the IP Security Agreement referred to below, in favor of TPS, LLC, a Delaware limited liability company (“TPS”) and WISCONSIN OVEN CORP., a Wisconsin corporation (“Wisconsin”, together with TPS, “Grantors” and each a “Grantor”) and its successors, assigns and legal representatives. All terms used but not defined herein shall have the meanings set forth (including by reference) in the IP Security Agreement (as defined below).

WHEREAS, pursuant to that certain Amended and Restated Intellectual Property Security Agreement dated as March 6, 2015 (as amended, supplemented, restated, or otherwise modified from time to time as of the date hereof, the “IP Security Agreement”) among the Grantors and the Administrative Agent, each Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Lenders a security interest in and to all of the right, title and interest of such Grantor in, to and under the Collateral (as such term is defined in the IP Security Agreement), including the Patents and Trademarks listed on Schedule 1 and 2 hereto;

WHEREAS, the IP Security Agreement was recorded in the records of the Patent division of the United States Patent and Trademark Office on April 12, 2017 at reel 041985, frame 0085:

WHEREAS, the IP Security Agreement was recorded in the records of the Trademark division of the United States Patent and Trademark Office on April 11, 2017 at reel 6031, frame 0941, and;

WHEREAS, the Grantors have requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Administrative Agent and the Lenders may have in the IP Collateral pursuant to the IP Security Agreement.

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

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the “IP Collateral”):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1, and all reissues, divisions, continuations,

continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 2, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "Trademarks");

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. The Administrative Agent hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue all patents and trademarks, and any other types of issuances, certificates, or registrations for all applications and any other filings that relate to the IP Collateral in the name of the Grantors in order to allow each Grantor to secure and vest full ownership interest in all intellectual property rights for such related applications and other filings that are included in the IP Collateral.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

First National Bank of Pennsylvania

By: Christopher Clegg

Name: Christopher Clegg

Title: SVP

Address for Notices:

First National Bank

55 Public Square - Suite #1460

Cleveland, OH 44113

Attn: Christopher Clegg

## **SCHEDULES**

**SCHEDULE 1**


**PATENTS**

Grantor	Country	Title	Patent / Application No
TPS, LLC	USA	Steam Generating Method And Apparatus For Simulation Test Chambers	7213541
TPS, LLC	USA	Vertical Multiple Stage Oven	6305930
TPS, LLC	USA	Dry Heat Convection Sterilization System	7708960
TPS, LLC	USA	Indexing Method And Apparatus For An Electroheating Technology Oven	7943887
TPS, LLC	USA	Board Lined Furnace With Side Immersion Heating Elements	7993574
TPS, LLC	USA	Thermal System Including an Environmental Test Chamber	14020018
TPS, LLC	USA	Focused Airflow in a Two Truck Wide Vivarium	14038237



**SCHEDULE 2**  
**TRADEMARKS**

<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>Reg./ Serial Number</b>
TPS, LLC	US	AUTOLADLE	Registered	0769462
TPS, LLC	US	BLUE M	Registered	1333007
TPS, LLC	US	C-EVO	Registered	4293134
TPS, LLC	US	COMPACT	Registered	0849818
TPS, LLC	US	ECLIPSE	Registered	3874178
TPS, LLC	US	FRICTION-AIRE	Registered	1118714
TPS, LLC	US	GRUENBERG	Pending	4554896
TPS, LLC	US	HOLIMESY	Registered	1550861
TPS, LLC	US	HOMO	Registered	0256076
TPS, LLC	US	HYAM	Registered	0882525
TPS, LLC	US	INTUATOUCH	Pending	4769305
TPS, LLC	US	INTUAWEB	Pending	86027216
TPS, LLC	US	LINDBERG	Registered	0837941
TPS, LLC	US	LINDBERG HEVI-DUTY	Registered	0836723
TPS, LLC	US	LINDBERG/MPH	Registered	2313632
TPS, LLC	US	LUNAIRE	Registered	4371438
TPS, LLC	US	MOLDATHERM	Registered	0991864

TPS, LLC	US	PACEMAKER	Registered	0913431
TPS, LLC	US	SILVER SELECT	Pending	86010585
TPS, LLC	US	STERI-DRY	Registered	3413293
TPS, LLC	US	TC SERIES	Registered	4716931
TPS, LLC	US	TEMPERITE	Registered	0650441
TPS, LLC	US	TENNEY	Registered	2699592
TPS, LLC	US	THERMAL PRODUCTS SOLUTIONS	Registered	3825399
TPS, LLC	US	TPS	Registered	3379046
TPS, LLC	US	TPS (& Design)	Registered	3029933
TPS, LLC	US	THERMAL PRODUCTS SOLUTIONS (& Design)	Registered	3004775
TPS, LLC	US	TREET-ALL	Registered	1946114
TPS, LLC	US	ULTRA-TEMP	Registered	1123665
TPS, LLC	US	PRESCISIONFLO	Pending	86101497
TPS, LLC	US	UTC	Pending	4713585
Wisconsin Oven Corporation	US 	WO	Registered	1175050