

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Intellectual Property, recorded at Reel/Frame 6463/0689		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		12/04/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Alma Products I LLC		
Street Address:	7350 Young Drive		
City:	Walton Hills		
State/Country:	OHIO		
Postal Code:	44146		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2709199	APCOAIR	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	2024678800		
Email:	behogue@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Laura T. Geyer		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	68995-75		
NAME OF SUBMITTER:	Bernice Hogue		
SIGNATURE:	/bernice hogue/		
DATE SIGNED:	12/10/2020		
Total Attachments: 4			
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PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Partial Release”), dated as of December 4, 2020 (the “Effective Date”), is made by PNC BANK, NATIONAL ASSOCIATION, as agent (the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below), in favor of ALMA PRODUCTS I LLC, a Michigan limited liability company (the “Grantor”).

WHEREAS, Transtar Holding Company LLC, a Delaware limited liability company (“Transtar Holdings”), Grantor, the other subsidiaries of Transtar Holdings party to the Credit Agreement from time to time as borrowers (together with Transtar Holdings and each Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”), the other Loan Parties from time to time party thereto, the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”) and Agent entered into that certain Revolving Credit and Security Agreement dated October 11, 2018 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, the Grantor granted to the Agent, in its capacity as agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other parties thereto executed and delivered an Intellectual Property Security Agreement, dated as of October 11, 2018 (the “IP Security Agreement”), for recording with the United States Patent and Trademark Office (the “USPTO”), the United States Copyright Office and other governmental authorities, as applicable;

WHEREAS, the IP Security Agreement was recorded with the USPTO on October 23, 2018 at Reel/Frame 6463/0689; and

WHEREAS, in reliance on the Borrowers’ representations and warranties concerning the transactions referenced in that certain Consent Letter, dated as of December 4, 2020 (the “Consent Letter”), between the Borrowers and the Agent, the Agent has agreed to release its security interests in the Membership Interests (as defined in the Consent Letter), including, without limitation, the Released IP (as defined below) upon consummation of the Sale (as defined in the Consent Letter).

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 Credit Agreement or the IP Security Agreement, as applicable.

2. Partial Release. The Agent, without covenant or warranty, express or implied, without recourse to it, and in reliance on the Consent Letter without independent investigation, hereby releases its security interests in and to all of Grantor’s trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, the United States Copyright Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including (i) those listed on Schedule I attached hereto or

otherwise included in connection with the Membership Interests (as defined in the Consent Letter) (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill (the “Released IP”) arising under the Credit Agreement and the IP Security Agreement. If and to the extent that the Agent has acquired any rights, titles or interests in and to the Released IP under the Credit Agreement and the IP Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such rights, titles or interests to the Grantor.

3. Limitation. This Partial Release is applicable only and solely with respect to the Released IP and to no other collateral arising under the Credit Agreement or the IP Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Credit Agreement and the IP Security Agreement with respect to all such other collateral, and the Agent’s security interests, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release.


4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, to more fully and effectively effectuate the purposes of this Partial Release.

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

[Signature pages follow]

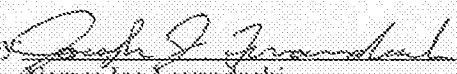
IN WITNESS WHEREOF, each of the undersigned has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: 
Name: Todd Milenius
Title: Senior Vice President

GRANTOR:

ALMA PRODUCTS I LLC

By: 
Name: Joe Levanduski
Title: Chief Financial Officer and Treasurer

[Signature Page to Partial Release of Security Interest (ABL)]

SCHEDULE I

INTELLECTUAL PROPERTY OWNED BY ALMA PRODUCTS I LLC

Trademarks

Reel/Frame 6463/0689

Mark	Registration No.
APCOAIR	2709199