## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM615016

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
SEQUENCE:	1	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VIRTUS GROUP, LP, as Administrative Agent		12/16/2020	Limited Partnership: TEXAS

#### **RECEIVING PARTY DATA**

Name:	Therma LLC		
Street Address:	1601 Las Plumas Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95133		
Entity Type:	Limited Liability Company: DELAWARE		

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

Property Type	Number	Word Mark		
Registration Number:	4123854	THERMA		
Registration Number:	4113731	Т		

#### **CORRESPONDENCE DATA**

Fax Number: 2028357586

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: 202-835-7500 Email: dcip@milbank.com **Correspondent Name:** Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	32643.00018
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/17/2020

**Total Attachments: 4** 

source=Project Redwood - Trademark Termination and Release (Virtus) [Executed]#page1.tif

TRADEMARK **REEL: 007137 FRAME: 0573**  source=Project Redwood - Trademark Termination and Release (Virtus) [Executed]#page2.tif source=Project Redwood - Trademark Termination and Release (Virtus) [Executed]#page3.tif source=Project Redwood - Trademark Termination and Release (Virtus) [Executed]#page4.tif

TRADEMARK REEL: 007137 FRAME: 0574

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of December 16, 2020 ("Effective Date"), by Virtus Group, LP in its capacity as administrative agent (together with its successors and permitted assigns in such capacity, the "Administrative Agent") in favor of Therma LLC (the "Grantor"). Terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement (as defined below), as applicable.

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 29, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Grantor, Therma Intermediate LLC as holdings, the Subsidiary Guarantors party thereto from time to time and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor entered into (i) that certain Security Agreement, dated as of March 29, 2019 (the "Security Agreement"), made by the grantors party thereto in favor of the Administrative Agent and (ii) that certain Trademark Security Agreement, dated as of March 29, 2019, which was recorded with the United States Patent and Trademark Office (the "USPTO") on April 03, 2019 at Reel 6608, Frame 0415 (as may be amended, restated, amended and restated, supplemented, or otherwise modified and in effect from time to time, the "Trademark Security Agreement"); and

WHEREAS, the Grantor has requested that the Administrative Agent terminate and release its security interest in the Trademark Collateral listed on <u>Schedule I</u> hereto (the "<u>Released Trademark Collateral</u>").

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

- Agent, on behalf of itself and the Secured Parties, hereby immediately, automatically and irrevocably terminates, releases, and discharges its security interest in and lien on all of the Grantor's right, title and interest in, and all claims, whether presently existing or hereafter acquired or created, to and under the Released Trademark Collateral, granted pursuant to the Trademark Security Agreement, including the trademarks and trademark licenses listed on Schedule I hereto, and, all associated goodwill, and reassigns, transfers and conveys to the Grantor, without recourse, all right, title, and interest of the Administrative Agent in the Released Trademark Collateral, including all associated goodwill, pursuant to the Trademark Security Agreement, and all proceeds thereof, including, without limitation, any and all causes of action which any exist by reason of infringement of the Released Trademark Collateral, and any right, title or interest of Administrative Agent in such Trademark Collateral shall hereby terminate, cease and become void.
- 2. The Administrative Agent hereby irrevocably authorizes Grantor or an authorized representative of Grantor to record this Release with the USPTO. Administrative Agent further agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or its agents or designees) reasonably requests (at Grantor's sole cost and expense) in order to confirm this Termination and Grantor's right, title and interest in, to and under the Trademark Collateral.

TRADEMARK
REEL: 007137 FRAME: 0575

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would result in the application of any law other than the law of the state of New York.

[Signature page follows]

LEGAL US E#135657514.3

**IN WITNESS WHEREOF**, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

VIRTUS GROUP, LP, as the Administrative Agent

By: Rocket Partners Holdings, LLC, its General Partner

Name:

Title: Senior Vice President, Finance-Virtus

**REEL: 007137 FRAME: 0577** 

# **SCHEDULE I**

# Released Trademark Collateral

# Registrations:

**RECORDED: 12/17/2020** 

<u>Trademark</u>	Owner	Registration Date	Status	Registration No.	Owned or Licensed
THERMA	THERMA LLC	4/10/2012	Registered	4123854	Owned
	THERMA LLC	3/20/2012	Registered	4113731	Owned

TRADEMARK REEL: 007137 FRAME: 0578