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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM616108

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		12/22/2020	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	AWP, INC.
Street Address:	4244 MT. PLEASANT ST. NW
City:	NORTH CANTON
State/Country:	OHIO
Postal Code:	44720
Entity Type:	Corporation: OHIO

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4042120	AWP AMERICA'S TRAFFIC CONTROL LEADER
Registration Number:	4045380	AREA WIDE PROTECTIVE
Registration Number:	5190687	AWP
Registration Number:	5408430	PROTECT YOUR PEOPLE PROTECT YOUR BUSINES
Serial Number:	87177255	

#### CORRESPONDENCE DATA

**Fax Number:** 6172359493

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:** 212-596-9287

Email: nicole.mollica@ropesgray.com

Correspondent Name: Nicole Mollica, Ropes & Gray LLP

Address Line 1: 1211 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	KOLC-165-003	
NAME OF SUBMITTER:	Nicole Mollica	
SIGNATURE:	/nicole mollica/	
DATE SIGNED:	12/22/2020	

TRADEMARK REEL: 007143 FRAME: 0153

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TRADEMARK REEL: 007143 FRAME: 0154

#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 22, 2020, by ANTARES CAPITAL LP, in its capacity as administrative agent ("<u>Agent</u>"), in favor of AWP, INC., an Ohio corporation ("<u>Grantor</u>"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements.

#### WITNESSETH:

WHEREAS, Grantor and Agent were parties to (i) that certain Trademark Security Agreement dated as of June 5, 2015 (the "2015 Security Agreement"), (ii) that certain Trademark Security Agreement dated as of August 30, 2017 (the "2017 Security Agreement") and (iii) that certain Trademark Security Agreement dated May 16, 2019 (the "2019 Security Agreement"; together with the 2015 Security Agreement and 2017 Security Agreement, collectively, the "Security Agreements"), in each case, pursuant to which Grantor granted a security interest to Agent in certain trademarks ("Trademarks") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including certain of the trademarks set forth on Schedule I hereto;

WHEREAS, the 2015 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 5, 2015, at Reel 5546, Frame 0331, the 2017 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 30, 2017, at Reel 6142, Frame 0536, and the 2019 Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 29, 2019, at Reel 6655, Frame 0249; and

WHEREAS, General Electric Capital Corporation ("GE Capital") assigned and transferred all of its right, title and interest in the 2015 Security Agreement to Antares Capital LP pursuant to that certain Assignment of Intellectual Property Security Agreement recorded by the United States Patent and Trademark Office on September 8, 2015, at Reel 5617, Frame 0783.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

- 1. Agent hereby terminates the Security Agreement and terminates and releases its security interest and all of its right, title and interest in and to the following (collectively the "<u>Trademark</u> Collateral"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</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 such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

- 2. Agent hereby reassigns, grants and conveys to Grantor, both for itself and as successor-in-interest to GE Capital, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral, together with (1) all proceeds and products of such Trademarks and Trademark Collateral, (2) the goodwill associated with such Trademarks and Trademark Collateral and (3) all causes of action arising prior to or after the date hereof for infringement of such Trademarks and Trademark Collateral or unfair competition regarding the same, and any and all other rights, title and interest in and to such Trademarks and Trademark Collateral and related rights that that the Agent may have acquired.
- 3. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature page follows]

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

Name: Bhoumik Rokadia

Its: Duly Authorized Signatory

## **SCHEDULE I** TO TRADEMARK RELEASE AND REASSIGNMENT

# **Trademark Registrations**

### REGISTERED TRADEMARKS

REGISTERED TRADEMARKS - ®	REGISTRATION NO.	REGISTERED DATE	COMPANY NAME
	4042120	10/18/2011	AWP, Inc.
AREA WIDE PROTECTIVE	4045380	10/25/2011	AWP, Inc.
AWP	5190687	04/25/2017	AWP, Inc.
PROTECT YOUR PEOPLE	5408430	02/20/2018	AWP, Inc.
PROTECT YOUR			
BUSINESS PROTECT			
YOUR TIME			

# TRADEMARK APPLICATIONS

	Serial No.	Appucanon	AT.	Kezistration
DESIGN ONLY	87177255	9/20/16	N/A	N/A

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**TRADEMARK REEL: 007143 FRAME: 0158** 

**RECORDED: 12/22/2020**