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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM617715

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement Recorded at Reel/Frame Numbers 5892/0304 and 6165/0486

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, National Association, as Agent	FORMERLY Fifth Third Bank	12/30/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Masterbuilt Manufacturing, LLC
Street Address:	1 Masterbuilt Court
City:	Columbus
State/Country:	GEORGIA
Postal Code:	31907
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1708000	HITCH HAUL
Registration Number:	2812802	HITCH HAUL
Registration Number:	3084239	TURK'N'SURF
Registration Number:	1945583	7 IN 1 SMOKER
Registration Number:	3915244	DADGUM THAT'S GOOD
Registration Number:	3959986	DADGUM THAT'S GOOD
Registration Number:	4824713	MASTERBUILT
Registration Number:	3277615	LAPPERS
Registration Number:	4426661	LAPPERTIZER
Serial Number:	85953688	SPORTSMAN ELITE
Serial Number:	87110709	DADGUM GOOD
Serial Number:	86948635	TURK 'N' SURF
Serial Number:	87417319	THERMOTEMP
Serial Number:	87460900	JM
Serial Number:	87460988	JM MASTERBUILT EST. 1973
Registration Number:	3149798	SMOKE HOLLOW
Registration Number:	3636055	SPORTABLE
Registration Number:	4787428	SMOKE CHEF
		TDADEMADIA

TRADEMARK

REEL: 007152 FRAME: 0036

900588736

Property Type	Number	Word Mark
Registration Number:	4989827	SMOKE TRONIX

CORRESPONDENCE DATA

Fax Number:

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: 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:	05252-1112
NAME OF SUBMITTER:	Bernice Hogue
SIGNATURE:	/bernice hogue/
DATE SIGNED:	12/31/2020

Total Attachments: 6

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination and Release") is made as of the 30th of December, 2020, by FIFTH THIRD BANK, NATIONAL ASSOCIATION, formerly known as Fifth Third Bank, in its capacity as Agent for the benefit of the Secured Creditors (as defined in the Credit Agreement, as defined below) ("Agent") to MASTERBUILT MANUFACTURING, LLC, a Delaware limited liability company ("Debtor"). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of September 7, 2018, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Debtor, the other borrower named therein, Agent, the LC Issuer and the Lenders, Debtor executed that certain Trademark Security Agreement, dated as of September 30, 2016 (the "Original Trademark Security Agreement"), as amended by that certain First Amendment to Trademark Security Agreement, dated as of September 27, 2017 (the "First Amendment," together with the Original Trademark Security Agreement, and as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), which (i) Original Trademark Security Agreement was recorded in the United States Patent and Trademark Office at Reel 5892, Frame 0304 on October 4, 2016 and (ii) First Amendment was recorded in the United States Patent and Trademark Office at Reel 6165, Frame 0486 on September 29, 2017, pursuant to which Debtor granted a security interest to Agent in the Trademark Collateral, including certain trademarks and/or trademark applications listed on Schedule A attached hereto and made a part hereof; and

WHEREAS, Agent now desires to terminate and release its security interest in the Trademark Collateral and reassign any and all rights, title, and interest in the same to Debtor.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent releases its security interest in all of Debtor's right, title and interest in and to the Trademark Collateral, including those Trademarks set forth on <u>Schedule A</u>.
- 2. If and to the extent that Agent has acquired any right, title or interest in or to any of the Trademark Collateral, Agent hereby reassigns, grants and conveys to Debtor, without any representation, warranty, recourse or undertaking by Agent, any and all of its right, title, and interest in and to the Trademark Collateral (including without limitation those Trademarks set forth on Schedule A), along with any goodwill in the Trademark Collateral that Agent may have acquired.
- 3. This Termination and Release, and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this

Termination and Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Ohio without regard to conflict of laws principles thereof. [Signature Appears on the Following Page]

4820-6979-5541.1

IN WITNESS WHEREOF. Agent has caused this Termination and Release to be duly executed and delivered as of the date first above written.

AGENT:

FIFTH THIRD BANK, NATIONAL

ASSOCIATION

Name: Frank Perez

Title: Vice President

SCHEDULE A

TRADEMARKS

[Please See Attached]

4820-6979-5541.1

TRADEMARKS AND LICENSES

U.S. Federally-Registered Trademarks and Trademark Applications

Trademark	Application No.	Trademark No.	Registration Date or [Filing Date]
GRANDMAC	76/445,509	2,898,647	11/2/2004
HITCH HAUL	74/142,935	1,708,000	8/12/1992
HITCH HAUL	76/511,619	2,812,802	2/10/2004
TURK-N-SURF	76/626,984	3,084,239	4/25/2006
7 IN 1 SMOKER	74/620,707	1,945,583	1/2/1996
DADGUM THAT'S GOOD (Trademark)	85/975,042	3,915,244	2/1/2011
DADGUM THAT'S GOOD (Service Mark)	85/975,151	3,959,986	5/10/2011
MASTERBUILT	86/069,507	4,824,713	10/6/2015
LAPPERS	78/760,159	3,277,615	8/7/2007
LAPPERTIZER	85/781,271	4,426,661	10/29/2013
SPORTSMAN ELITE	85/953,688	N/A	[6/7/2013]
DADGUM GOOD	87/110,709	N/A	[7/20/2016]
TURK 'N' SURF	86/948,635	N/A	[3/22/2016]
DADGUM THAT'S GOOD, TOO!	85/599,995	N/A	[3/15/2012]
DADGUM THAT'S GOOD	85/003,291	N/A	[3/31/2010]

Chinese Registered Trademarks

Trademark	Trademark No.	Registration Date
MASTERBUILT & Mountain/Sun and Ribbon Design (Class 35)	4,621,086	12/7/2008
MASTERBUILT & Mountain/Sun and Ribbon Design (Class 11)	4,621,144	2/14/2008

Trademark Licenses

- Trademark Licensing Agreement dated December 23, 2008 between Butterball, LLC and Masterbuilt Manufacturing, Inc., as amended by that certain First Amendment to the Trademark Licensing Agreement dated August 3, 2010 and that certain Second Amendment to the Trademark Licensing Agreement dated December 31, 2014; Undated Letter Agreement between Butterball, LLC and Masterbuilt; Letter Agreement between Butterball, LLC and Masterbuilt dated March 30, 2015.
- 2. Bluetooth License Agreement, between Masterbuilt and Bluetooth SIG, Inc.

TRADEMARKS AND LICENSES

U.S. Federally Registered Trademarks and Trademark Applications

RECORDED: 12/31/2020

Trademark	Application No.	Trademark No.	Registration Date or [Filing Date]
THERMOTEMP	87/417,319	N/A	[4/19/2017]
JM	87/460,900	N/A	[9/7/2017]
JM MASTERBUILT EST 1973	87/460,988	N/A	[9/7/2017]
SMOKE HOLLOW	-	3,149,798	9/26/2006
SPORTABLE	~	3,636,055	6/9/2009
SMOKE CHEF	-	4,787,428	8/4/2015
SMOKE TRONIX		4,989,827	6/28/2016