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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM617900

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEBSTER BUSINESS CREDIT CORPORATION		12/29/2020	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	COOLEY GROUP HOLDINGS, INC.
Street Address:	130 MAIN STREET
City:	NEW CANAAN
State/Country:	CONNECTICUT
Postal Code:	06840
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark	
Registration Number:	1595450	COOLEY BRITE	
Registration Number:	1588430	COOLEY MAGIC	
Registration Number:	1675104	COOLTHANE	
Registration Number:	1650771	C3	
Registration Number:	1715875	COOLGUARD	
Registration Number:	1853082	RAM	
Registration Number:	2030369	COOLFLEX	
Registration Number:	2037161	COOLEY-LITE	
Registration Number:	2357520	TXN	
Registration Number:	2385362	ARMOR SHELL	
Registration Number:	2537626	COOLMESH	
Registration Number:	2515367	ILLUSIONS	
Registration Number:	2870249	COOLGRIP	
Registration Number:	2905583	COOLEY	
Registration Number:	3189721	COOLEY/GROUP	
Registration Number:	3159327	WHERE CHEMISTRY MAKES THE DIFFERENCE	
Registration Number:	2880105	COOLMASK	
Registration Number:	2933686	COOLTRANS	
Registration Number:	3422172	COOLPRO	
		TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	3689959	ARMORSEAL
Registration Number:	3667323	STORMFLEX
Registration Number:	3699857	ENVIROFLEX
Registration Number:	3681142	COOLSHIELD
Registration Number:	3081028	WEATHERTYTE
Registration Number:	3846620	EVOLUTION
Registration Number:	3153948	C3
Registration Number:	3158318	WEATHERTYTE
Registration Number:	3154083	ILLUSIONS
Registration Number:	4224695	WEATHERTYTE
Registration Number:	4232956	COOLTHANE
Registration Number:	4198496	WHERE SUSTAINABLE CHEMISTRY MAKES THE DI

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Leslie Kirsner	
SIGNATURE:	/Leslie Kirsner/
DATE SIGNED:	12/31/2020

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is entered into and made effective as of December 29, 2020 and granted by WEBSTER BUSINESS CREDIT CORPORATION (the "Agent"), a New York corporation, as Agent for its benefit and the ratable benefit of the lenders under the Credit Agreement (defined below) (the "Secured Parties"), in favor of COOLEY GROUP HOLDINGS, INC. ("Grantor"), a Delaware corporation, and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of July 25, 2012 (the "Credit Agreement") among the Grantor, the Agent and the lenders party thereto, the Grantor executed and delivered to the Agent that certain Trademark Security Agreement by and between the Grantor and the Agent dated as of July 25, 2012 (the "Trademark Security Agreement" and, together with the Credit Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 004831, Frame 0301 on July 30, 2012; and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence, and record the release and reassignment to the Grantor of any and all right, title, and interest the Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

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

- 1. Release of Security Interest. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):
 - a) 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 A hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;
 - b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c) 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

- d) 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, 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. <u>Further Assurances</u>. Agent agrees to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

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IN WITNESS WHEREOF, Collateral Agent has hereby executed this Release through its duly authorized officer to take effect as of the date first set forth above.

WEBSTER BUSINESS CREDIT CORPORATION, as Agent

Name:

Γitle:

SCHEDULE A

TRADEMARKS

<u>Trademark (U.S.)</u>	Registration Number	Registration Date
COOLEY BRITE	1595450	05/08/1990
COOLEY MAGIC	1588430	03/27/1990
COOLTHANE	1675104	02/11/1992
C3	1650771	07/16/1991
COOLGUARD	1715875	09/15/1992
RAM	1853082	09/06/1994
COOLFLEX	2030369	01/14/1997
COOLEY-LITE	2037161	02/11/1997
TXN	2357520	06/13/2000
ARMOR SHELL	2385362	09/12/2000
COOLMESH	2537626	02/12/2002
ILLUSIONS	2515367	12/04/2001
COOLGRIP	2870249	08/03/2004
COOLEY	2905583	11/30/2004
COOLEY/GROUP	3189721	12/26/2006
WHERE CHEMISTRY MAKES THE	3159327	10/17/2006
DIFFERENCE		
COOLMASK	2880105	08/31/2004
COOLTRANS	2933686	03/15/2005
COOLPRO	3422172	05/06/2008
ARMORSEAL	3689959	09/29/2009
STORMFLEX	3667323	08/11/2009
ENVIROFLEX	3699857	10/20/2009
COOLSHIELD	3681142	09/08/2009
WEATHERTYTE	3081028	04/11/2006
EVOLUTION	3846620	09/07/2010
C3	3153948	10/10/2006
WEATHERTYTE	3158318	10/17/2006
ILLUSIONS	3154083	10/10/2006
WEATHERTYTE	4224695	10/16/2012
COOLTHANE	4232956	10/30/2012
WHERE SUSTAINABLE CHEMISTRY	4198496	08/28/2012
MAKES THE DIFFERENCE		

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RECORDED: 12/31/2020