

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM622366

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900585421		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE HUNTINGTON CAPITAL INVESTMENT COMPANY II		12/03/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	FIRE-DEX, LLC		
Street Address:	78 South Progress Dr.		
City:	Medina		
State/Country:	OHIO		
Postal Code:	44256		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5824288	TECGEN 51	
Registration Number:	5824287	TECGEN 71	
Registration Number:	5192813	H41 INTERCEPTOR	
Registration Number:	5012044	PROTECTION FOR THE HEAT OF THE BATTLE FD	
Registration Number:	5149016	FIRE DEX PROTECTION FOR THE HEAT OF THEB	
Registration Number:	3180391	C CHIEFTAIN	
Registration Number:	3165171	CHIEFTAIN	
Registration Number:	2843841	PROTECTION FOR THE HEAT OF THE BATTLE	
Registration Number:	1753716	FIRE-DEX	
Registration Number:	1350382	FIRE-DEX	
Registration Number:	1531713	CHIEFTAIN 911	
CORRESPONDENCE DATA			
Fax Number:	3302526418		
<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:	330-258-6418		
Email:	pmcintyre@bdbl.com		
Correspondent Name:	Buckingham, Doolittle & Burroughs, LLC		

TRADEMARK

Address Line 1: 3800 Embassy Parkway, Suite 300
Address Line 4: Akron, OHIO 44333

ATTORNEY DOCKET NUMBER: 39440

NAME OF SUBMITTER: Patricia M. McIntyre

SIGNATURE: /Patricia M. McIntyre/

DATE SIGNED: 01/26/2021

Total Attachments: 4

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS (“**Release**”) is made and effective as of November 47, 2020 and granted by THE HUNTINGTON CAPITAL INVESTMENT COMPANY II, an Ohio corporation (the “**Lender**”), in favor of Fire-Dex, LLC, a Delaware limited liability company, with corporate offices at 780 South Progress Dr., Medina, Ohio 44256 (the “**Grantor**”).

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of November 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”) by and among the Grantor and the Lender and (b) the Pledge and Security Agreement dated as of November 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge Agreement**”) executed by the Grantor in favor of the Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Note Purchase Agreement or the Pledge Agreement, as applicable.

WHEREAS, pursuant to the Pledge Agreement, Grantor pledged and granted to the Lender for the ratable benefit of the Lender a security interest in and to all of Grantor’s right, title, and interest in, to and under the IP Collateral (as defined below);

WHEREAS, the Pledge Agreement was recorded with the United States Patent and Trademark Office at Reel: 6479, Frame: 0834 on November 12, 2018; and

WHEREAS, the obligations secured by the Pledge Agreement have been paid off, and the Grantor has requested that the Lender enter into this Release in order to effectuate, evidence, and record the release and reassignment to Grantor of any and all right, title, and interest the Lender may have in the IP Collateral pursuant to the Pledge Agreement.

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

1. **Release of Security Interest.** The Lender, on behalf of itself and its successors, legal representatives, and assigns, hereby terminates the Pledge Agreement and terminates, releases, and discharges any and all security interests that the Lender has pursuant to the Pledge Agreement in any and all right, title, and interest of Grantor, and reassigns to Grantor any and all right, title, and interest that the Lender may have, in, to, and under the following (collectively, the “**IP 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 **Exhibit 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, dilution, 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. Further Assurances. At the sole cost and expense of the Grantor, the Lender agrees to take all further actions, and provide to the 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.

3. Governing Law. This Release and any claim, controversy, dispute, or cause of action based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule.

(Signatures on following page.)

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE HUNTINGTON CAPITAL INVESTMENT
COMPANY II,
an Ohio corporation

By: *Deek Snyder*
Its: *Vice President*

STATE OF OHIO)
)ss
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me this 3rd day of December, 2020 by Deek Snyder, the Vice President, of The Huntington Capital Investment Company II, an Ohio corporation, on behalf of the corporation. This is an acknowledgment. No oath or affirmation was administered.

Sandra Kay Bader
Notary Public
My commission expires: 10/28/2024



SANDRA KAY BADER
Notary Public, State of Ohio
My Comm. Expires 10/28/2024
Recorded in Fairfield County

EXHIBITA

Trademarks

Trademark	Serial No.	Filing Date	Registration Date	Registration Number
TECGEN51	87950665	06/06/2018	08/06/2019	5,824,288
TECGEN71	87950642	06/06/2018	08/06/2019	5,824,287
H41 INTERCEPTOR	87005600	04/19/2016	04/25/2017	5,192,813
Protection for the Heat of the Battle FD Fire-Dex	86833826	11/30/2015	08/02/2016	5,012,044
Fire Dex Protection for the Heat of the Battle F D Fire-Dex	86832089	11/25/2015	02/02/2017	5,149,016
C Chieftain	78765378	12/02/2005	12/05/2006	3,180,391
Chieftain	78765347	12/02/2005	10/31/2006	3,165,171
Protection for the Heat of the Battle	78111951	03/01/2002	05/18/2004	2,843,841
Fire-Dex (words only)	74278038	05/26/1992	02/23/1993	1,753,716
Fire-Dex (words only)	73460905	01/16/1984	07/23/1985	1,350,382
Chieftain 911	73693956	11/06/1987	03/28/1989	1,531,713

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