

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM623154

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PARTIAL RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KCAP MANAGEMENT, LLC, AS COLLATERAL AGENT		01/29/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	TEX-TECH INDUSTRIES, INC.
<b>Street Address:</b>	One City Center # 11
<b>City:</b>	Portland
<b>State/Country:</b>	MAINE
<b>Postal Code:</b>	04101
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	3739218	CORE MATRIX TECHNOLOGY
<b>Registration Number:</b>	4501355	PUNCTUREX

## CORRESPONDENCE DATA

Fax Number: 2158648999

*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: 215.864.8352

Email: shorem@ballardspahr.com

Correspondent Name: Michael Shore

Address Line 1: Ballard Spahr LLP

Address Line 2: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

<b>NAME OF SUBMITTER:</b>	Michael S. Shore
<b>SIGNATURE:</b>	/Michael S. Shore/
<b>DATE SIGNED:</b>	01/29/2021

Total Attachments: 4

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**PARTIAL RELEASE OF SECOND LIEN SECURITY INTEREST  
IN TRADEMARKS**

This **PARTIAL RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS** (the "Partial Release") is made as of January 29, 2021, by **KCAP MANAGEMENT, LLP**, as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "Collateral Agent"), in favor of **TEX-TECH INDUSTRIES, INC.**, a Delaware corporation (the "Grantor").

**W I T N E S S E T H**

WHEREAS, pursuant to (i) that certain Second Lien Pledge and Security Agreement, dated as of August 24, 2017, by and among the grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the "Security Agreement"), and (ii) that certain Trademark Security Agreement, dated as of August 24, 2017, by and between the Grantor and the Collateral Agent (the "Trademark Security Agreement"; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Trademark Security Agreement), the Grantor granted the Collateral Agent a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks of the Grantor, including those Trademarks identified on Schedule A attached hereto (the "IP Security Interest");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 28, 2017 at Reel 6145, Frame 0970;

WHEREAS, the Grantor has requested that the Collateral Agent release, and the Collateral Agent is willing to release, subject to the terms hereof, its security interest solely with respect to the Trademarks set forth on Schedule A hereto (the "Released Trademarks").

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. As of the date hereof, the Collateral Agent does hereby terminate, release and discharge any and all security interests granted under the Trademark Security Agreement that it may have in, to and under the Released Trademarks, solely with respect to the Released Trademarks. As of the date hereof, any right, title or interest of the Collateral Agent in such Released Trademarks shall hereby terminate, cease and become void. As of the date hereof, the Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in such Released Trademarks to the Grantor.
2. This Partial Release is applicable only and solely with respect to the Released Trademarks and to no other Collateral arising under the Security Agreement and/or the Trademark Security Agreement (such other Collateral, the "Retained Collateral"). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement and the Trademark Security Agreement with respect to all such Retained Collateral, and the Collateral Agent's security interests, liens, rights, titles and interests in and to such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. The Security Agreement and the Trademark Security Agreement (and all rights and remedies of the Collateral Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.
3. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Partial Release.

4. At the request and sole expense of the Grantor, the Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Partial Release.

5. This Partial Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

*[Signature page follows]*

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Partial Release by its proper officers thereunto duly authorized.

KCAP MANAGEMENT, LLC, as Collateral Agent

By: 

Name: Dayl Pearson

Title: Authorized Signatory

[Release of Security Interest in Trademarks]

TRADEMARK

REEL: 007173 FRAME: 0384

**Schedule A**

Released Trademarks

<b>Legal/Registered Owner</b>	<b>Mark Name</b>	<b>Status</b>	<b>Filing Date</b>	<b>Application No.</b>	<b>Granted Date</b>	<b>Registration No.</b>
Tex-Tech, Industries, Inc.	Core Matrix Technology	Registered	15-MAY-2009	77737777	19-JAN-2010	3739218
Tex-Tech, Industries, Inc.	PunctureX	Registered	09-AUG-2013	86033886	25-MAR-2014	4501355