# CH \$140.00

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM630416

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Agent		03/03/2021	Financial Institution: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Bamberger Polymers, Inc.	
Street Address:	2 Jericho Plaza	
City:	Jericho	
State/Country:	NEW YORK	
Postal Code:	11753	
Entity Type:	Corporation: NEW YORK	

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

Property Type	Number	Word Mark
Registration Number:	1230715	BP
Registration Number:	1199074	ВР
Registration Number:	1101099	BAPOLENE
Registration Number:	1101098	BAPOLAN
Registration Number:	2717487	BP

## **CORRESPONDENCE DATA**

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

**Correspondent Name:** CSC

Address Line 1: 1090 Vermont Avenue, NW Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	695477
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	03/08/2021

TRADEMARK REEL: 007214 FRAME: 0122 900600897

# **Total Attachments: 4**

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TRADEMARK REEL: 007214 FRAME: 0123

# RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of March 3, 2021 (the "Effective Date") by PNC Bank, National Association, as agent for the Lenders (the "Agent"), in favor of Bamberger Polymers, Inc. ("Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement or the Trademark Security Agreement (as defined below), as applicable.

WHEREAS, Grantor, the Agent, and the other parties thereto entered into that certain Revolving Credit and Security Agreement, dated as of September 25, 2002 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor, the Agent, and the other parties thereto entered into that certain Trademark Collateral Assignment and Security Agreement, dated as of September 25, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Collateral Agreement" and collectively with the Credit Agreement, the "Agreements");

WHEREAS, Grantor, the Agent, and the other parties thereto entered into that certain (i) Trademark Assignment of Security agreement dated as of September 25, 2002 (the "2002 Trademark Security Agreement") and (ii) Trademark Assignment of Security agreement dated as of July 27, 2018 (the "2018 Trademark Security Agreement"; together with the 2002 Trademark Security Agreement, collectively, the "Trademark Security Agreement"), each as required by the Agreements, under which Grantor granted to the Agent for the ratable benefit of the other financial institutions who were parties to the Agreements (collectively, the "Lenders") a security interest in, all of its right, title, and interest in, to and under its Marks listed on Schedule A hereto together with the goodwill of its business symbolized by the Marks and registrations and applications therefor (collectively, the "Trademark Collateral"), and (a) the 2002 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 12, 2004, at Reel 2913, Frame 0097 and (b) the 2018 Trademark Security Agreement was recorded with the United States Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 27, 2018, at Reel 006393, Frame 0406; and

WHEREAS, Grantor has satisfied the terms of the Agreements and requests a specific release of the security interest granted and recorded against the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, on behalf of itself and the Lenders, (i) terminates the Trademark Security Agreement, (ii) releases any and all liens, security interests, right, title, and interest the Agent or any of the Lenders may have in, to, or under the Trademark Collateral, (iii) re-assigns to Grantor, any right, title, or interest the Agent or any Lender may have in, to, or under the Trademark Collateral and (iv) hereby authorizes the Grantor or the Grantor's authorized representative or designee to record this Release with the United States Patent and Trademark Office as evidence of such release and termination.

TRADEMARK REEL: 007214 FRAME: 0124 IN WITNESS WHEREOF, the Agent has caused this Release to be executed, on behalf of itself and the Lenders, by its duly authorized representative effective as of the Effective Date.

PNC BANK, NATIONAL ASSOCIATION

By:

Name: Alan Tischbein Title: Senior Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK REEL: 007214 FRAME: 0125

# SCHEDULE A

### **Trademarks**

<u>MARK</u>	REGISTRATION NO.	REGISTRATION DATE
	1,230,715	March 15, 1983
	1,199,074	June 22, 1982
BAPOLENE	1,101,099	September 5, 1978
BAPOLAN	1,101,098	September 5, 1978
	2,717,487	May 20, 2003

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TRADEMARK REEL: 007214 FRAME: 0126

RECORDED: 03/08/2021