# CH \$40.00 14840

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM631121 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GRAYCLIFF MEZZANINE II LP		12/10/2020	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	DEDOES INDUSTRIES LLC
Street Address:	1060 W. West Maple Road
City:	Walled Lake
State/Country:	MISSOURI
Postal Code:	48390
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1484027	CYCLONE

## **CORRESPONDENCE DATA**

**Fax Number:** 6129778650

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:** 6129778287

Email: enewby@taftlaw.com

Correspondent Name: Emma Newby
Address Line 1: 80 South 8th Street
Address Line 2: 2200 IDS Center

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	F29503.GN016
NAME OF SUBMITTER:	Emma Newby
SIGNATURE:	/Emma Newby/
DATE SIGNED:	03/10/2021

#### **Total Attachments: 5**

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#### TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this "<u>Termination</u>") is granted as of December <u>10</u>, 2020 by **GRAYCLIFF MEZZANINE II LP** (the "<u>Agent</u>"), in favor of **DEDOES INDUSTRIES LLC** (**f/k/a DEDOES MANUFACTURING LLC**), a Delaware limited liability company (the "<u>Borrower</u>").

## **RECITALS**

WHEREAS, the Agent and Borrower are parties to that certain Security Agreement, dated as of October 5, 2016 (as has been amended, restated or otherwise modified, the "Security Agreement,");

WHEREAS, under the terms of the Security Agreement, the Borrower executed and delivered a Trademark Security Agreement (the "<u>Trademark Agreement</u>"), dated as of October 5, 2016, granting the Agent a security interest in and lien on certain Trademark Collateral (as defined below);

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("<u>PTO</u>") on October 21, 2016, at Reel 5905, Frame 0679, against certain trademarks identified on <u>Schedule A</u> hereto;

WHEREAS, the Borrower has satisfied all of the obligations under the Security Agreement and has requested that the Agent terminate and release its security interest in and liens on the Trademark Collateral as herein provided.

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

## (1) <u>Definitions</u>.

- (a) All capitalized terms used herein shall have the meaning ascribed to them in the Credit Agreement, unless otherwise defined in this Termination.
  - (b) The term "Trademark Collateral", as used herein, shall mean
- (i) the trademark registrations and applications set forth on the schedule to the Trademark Agreement and Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

- (ii) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (iii) 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
- (iv) 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) <u>Release of Security Interest in Collateral</u>. The Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral (including without limitation those trademarks listed on Schedule A hereto).
- (3) <u>Reassignment</u>. The Agent hereby reassigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by the Agent, all of the Agent's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

# **GRAYCLIFF MEZZANINE II LP**, as Agent

By: Graycliff SBIC Investors GP LP, its general

partner

By: Graycliff SBIC Partners GP LLC, its general

pgrtner

By:\_\_\_ Name:

Andrew Trigg

Title:

Managing Partner

# DEDOES INDUSTRIES LLC (f/k/a DEDOES MANUFACTURING LLC), as Borrower

By: A CA Name: Brad Anderson

Title: Treasurer & Controller

# Schedule A

## **TRADEMARKS**

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Mark	neg, no.	Reg. Date
CYCLONE	1484027	April 12, 1988
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**RECORDED: 03/10/2021**