# CH \$40.00 56595

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM633472 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Trademark Security Interest recorded at Reel 6370/Frame 0400

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		03/22/2021	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Tyto Athene, LLC	
Street Address:	510 Spring Street, Suite 200	
City:	Herndon	
State/Country:	VIRGINIA	
Postal Code:	<b>Eal Code:</b> 20170	
Entity Type:	Limited Liability Company: DELAWARE	

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

Property Type	Number	Word Mark
Registration Number:	5659529	ACUITY

#### **CORRESPONDENCE DATA**

**Fax Number:** 9494754754

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:** 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 93861-00005

NAME OF SUBMITTER: Stephanie Kann

/stephanie kann/

**DATE SIGNED:** 03/22/2021

**Total Attachments: 4** 

**SIGNATURE:** 

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#### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made as of March 22, 2021, by **PNC BANK, NATIONAL ASSOCIATION** (the "Releasing Party"), for the benefit of **TYTO ATHENE, LLC**, a Delaware limited liability company (the "Released Party"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement Supplement (as defined below).

### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, Black Box Corporation of Pennsylvania, a Delaware corporation (the "<u>Applicant</u>"), applied for the Acuity Trademark (as hereinafter defined) with the United States Patent and Trademark Office (the "<u>Office</u>") on March 22, 2018;

WHEREAS, pursuant to that certain Supplement to Patent, Trademark and Copyright Security Agreement, dated as of June 29, 2018 (as amended, modified, supplemented or restated from time to time, the "Security Agreement Supplement"), made by Applicant and the other Grantors party thereto, in favor of the Releasing Party, a security interest was granted by the Applicant to the Releasing Party in certain collateral, including the Acuity Trademark;

WHEREAS, the Security Agreement Supplement was recorded in the Office on July 3, 2018 at Reel 6370 and Frame 0400;

WHEREAS, Applicant subsequently assigned its entire interest in the Acuity Trademark to NextiraOne Federal, LLC, a Delaware limited liability company ("NextiraOne"), which assignment was recorded in the Office on August 20, 2018 at Reel 6418 and Frame 0530;

WHEREAS, NextiraOne changed its name to Tyto Athene, LLC, which name change was recorded in the Office on September 7, 2018 at Reel 6458 and Frame 0761; and

WHEREAS, the Released Party has requested that the Releasing Party release, and the Releasing Party agrees to release, its lien on and security interest in, and any other right, title and interest it may have in, to and under the Acuity Trademark.

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

- 1. The term "Acuity Trademark", as used herein, means that certain trademark on "ACUITY", registered with the Office on January 22, 2019 bearing registration number 5,659,529 and as described on Annex I hereto.
- 2. The Releasing Party does hereby irrevocably terminate, release and discharge the entirety of any and all liens and security interests or any other right, title or interest that it may have in, and all claims, whether presently existing or hereafter acquired or created, to the Acuity Trademark, and does hereby reassign to the released party all of its right, title and interest in the

TRADEMARK
REEL: 007228 FRAME: 0420

Acuity Trademark. The releasing party acknowledges that this Release may be filed with the Office or any other governmental office to evidence the termination and release granted by this Release.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed and delivered as of the date first written above.

> PNC BANK, NATIONAL ASSOCIATION, as **Releasing Party**

Name: Christopher B. Gribble

Title: Senior Vice President

REEL: 007228 FRAME: 0422

# ANNEX I

# UNITED STATES FEDERAL TRADEMARK

Mark Name	Country	Registration No.	Registration Date
ACUITY	U.S.	5,659,529	1/22/2019

**RECORDED: 03/22/2021** 

TRADEMARK
REEL: 007228 FRAME: 0423