# OP \$40.00 85561875

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM657512

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BAIN CAPITAL CREDIT, LP		07/01/2021	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	AIR COMM CORPORATION LLC		
Street Address:	1575 West 124th Street		
Internal Address:	Suite 210		
City:	Westminster		
State/Country:	COLORADO		
Postal Code:	80234		
Entity Type:	Limited Liability Company: COLORADO		

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

Property Type	Number	Word Mark
Serial Number:	85561875	TORQ LOK

### **CORRESPONDENCE DATA**

**Fax Number:** 2033255001

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:** 2033255049

Email: mholmes@fdh.com
Correspondent Name: Matthew Holmes
Address Line 1: Six Landmark Square

Address Line 2: Floor Six

Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Matthew Holmes		
SIGNATURE:	/Matthew Holmes/		
DATE SIGNED:	07/01/2021		

### **Total Attachments: 3**

source=Air Comm - Trademark Release (Executed)#page1.tif source=Air Comm - Trademark Release (Executed)#page2.tif source=Air Comm - Trademark Release (Executed)#page3.tif

> TRADEMARK REEL: 007344 FRAME: 0169

### RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated and effective as of July 1, 2021 (this "Release"), is made by BAIN CAPITAL CREDIT, LP, as collateral agent (in such capacity, the "Collateral Agent") for certain secured parties pursuant to the Credit Agreement (as defined below), in favor of AIR COMM CORPORATION LLC, a Colorado limited liability company (the "Grantor").

WHEREAS, pursuant to (a) that certain Credit Agreement, dated as of June 28, 2019, by and among the Grantor, as borrower, ACC Holdco, LLC, as a guarantor, each of the other guarantors from time to time party thereto, Bain Capital Credit, LP, as administrative agent, the lenders from time to time party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), (b) that certain Security and Pledge Agreement, dated as of June 28, 2019, by and among the Collateral Agent, the Grantor and the other grantors from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Security Agreement", and (c) that certain Notice of Grant of Security Interest in Trademarks, dated as of June 28, 2019, by and among the Grantor and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto the "Notice of Security Interest"); capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement or Notice of Security Interest, as applicable), the Grantor granted to the Collateral Agent a security interest in and to certain collateral, including the trademarks and trademark applications identified on Exhibit A to this Release (the "Trademark Collateral");

**WHEREAS**, the Notice of Security Interest was recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>") on July 1, 2019 at Reel 6683 and Frame 0339; and

WHEREAS, the Grantor has fully satisfied all of its obligations under the Credit Agreement and the Security Agreement and all security interests in the Trademark Collateral are fully discharged and released, and the Security Agreement and Notice of Security Interest are canceled and terminated.

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

- 1. <u>Termination and Release</u>. The Collateral Agent hereby (a) terminates and cancels the Security Agreement and Notice of Security Interest, (b) releases, discharges, terminates and cancels all of its lien on and security interest in and to all of its right, title and interest in, to and under the Trademark Collateral, and any goodwill associated with the foregoing, and (c) hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent's right, title, and interest in and to the Trademark Collateral. The Collateral Agent hereby authorizes and requests the Director of the USPTO and any other applicable government officer to record this Release against the Trademark Collateral.
- 2. <u>Governing Law</u>. This Release is governed exclusively under the laws of the State of New York.
- 3. <u>Successors and Assigns</u>. This Release shall be binding upon the Collateral Agent's successors, assigns, transferees and other legal representatives, and is made in favor of and for the benefit of the Grantor.

TRADEMARK
REEL: 007344 FRAME: 0170

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Release to be duly executed as of the date above first written.

BAIN CAPITAL CREDIT, LP

By:

Name: 7A392CAC4860442...

DocuSigned by:

Title:

Andrew S. Viens

Managing Director & Global Head of Operations

# EXHIBIT A

Trademark	Serial Number	File Date	Registration Number	Registration Date
TORQ LOK	85561875	March 6, 2012	4333673	May 14, 2013

**RECORDED: 07/01/2021** 

TRADEMARK REEL: 007344 FRAME: 0172