

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UMB Bank, NA		07/01/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Tru-Flex, LLC		
Street Address:	2391 S. ST. RD. 263		
City:	West Lebanon		
State/Country:	INDIANA		
Postal Code:	47991		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1676555	TRU-LITE	
Registration Number:	1732451	TF TRU-FLEX METAL HOSE LLC SINCE 1962	
Registration Number:	1864521	POWERFLEX	
Registration Number:	2437393	E-Z PIPE	
Registration Number:	2458013	POLY-LOCK	
Registration Number:	2458016	POLY-FLEX	
CORRESPONDENCE DATA			
Fax Number:	8164743216		
<i>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.</i>			
Phone:	8164748100		
Email:	sfaction@spencerfane.com		
Correspondent Name:	SPENCER FANE LLP		
Address Line 1:	1000 Walnut Street		
Address Line 2:	Suite 1400		
Address Line 4:	Kansas City, MISSOURI 64106-2140		
ATTORNEY DOCKET NUMBER:	4321905-480 KCY		
NAME OF SUBMITTER:	Kevin S. Tuttle		
SIGNATURE:	/Kevin S. Tuttle/		

CH \$165.00 1676555

DATE SIGNED:	07/02/2021
---------------------	------------

Total Attachments: 4

source=Release of US Trademark Security Interest - UMB - Tru-Flex#page1.tif

source=Release of US Trademark Security Interest - UMB - Tru-Flex#page2.tif

source=Release of US Trademark Security Interest - UMB - Tru-Flex#page3.tif

source=Release of US Trademark Security Interest - UMB - Tru-Flex#page4.tif

RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (“**Release**”) is made and effective as of June 28, 2021 and granted by UMB, Bank, n.a. (“**Lender**”), in favor of Tru-Flex Metal Hose Corp. (“**Grantor**”), and Tru-Flex Metal Hose Corp. and Tru-Flex Operating Company, LLC (“**Borrower**”) (Grantor and Borrower are collectively the “**Grantor Parties**”), and their successors, assigns and legal representatives.

WHEREAS, pursuant to a Commercial Security Agreement with a loan date of July 30, 2010 among the Grantor Parties and Lender (the “**Security Agreement**”), Grantor pledged and granted to Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 004260, Frame 0766 on August 16, 2010;

WHEREAS, a change of name was recorded with the United States Patent and Trademark Office at Reel 004551, Frame 0818 on June 1, 2011, reflecting a July 31, 2010 amendment to the articles of incorporation of Tru-Flex Metal Hose Corp., an Indiana corporation, changing the name to Tru-Flex Real Estate Holdings, Inc., an Indiana corporation;

WHEREAS, an intellectual property assignment agreement between Tru-Flex Real Estate Holdings, Inc., an Indiana corporation, and Tru-Flex Metal Hose, LLC, a Missouri limited liability company, executed July 30, 2010, was recorded with the United States Patent and Trademark Office at Reel 004551, Frame 0808 on June 1, 2011;

WHEREAS, a supplemental intellectual property assignment agreement between Tru-Flex Real Estate Holdings, Inc., an Indiana corporation, and Tru-Flex Metal Hose, LLC, a Missouri limited liability company, executed November 7, 2011, was recorded with the United States Patent and Trademark Office at Reel 004693, Frame 0292 on January 6, 2012;

WHEREAS, a merger was recorded with the United States Patent and Trademark Office at Reel 005210, Frame 0680 on February 6, 2014, reflecting a merger of Tru-Flex Metal Hose, LLC, a Missouri limited liability company, into Tru-Flex, LLC, an Indiana limited liability company, effective January 31, 2014; and

WHEREAS, Grantor, and their successors, assigns and legal representatives, have requested that Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to Grantor of any and all right, title and interest the Lender may have in the Patent Collateral pursuant to the Security Agreement.

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

1. Release of Security Interest. Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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

(d) 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. Further Assurances. Lender agrees, at Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor Parties and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

UMB Bank, n.a.

as Lender

Dan Genovese 7/1/21

By: _____

Name: Dan Genovese, Senior Vice President

Title:

Address for Notices:

2 S. Broadway, St. Louis, MO, 63102

SCHEDULE 1
TRADEMARKS

Registration Number
1,676,555
1,728,875
1,732,451
1,864,521
1,953,626
1,977,109
2,437,393
2,458,013
2,458,016
2,780,879