

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caterpillar Financial Services Corporation		07/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Boyd Company (formely known as Whyne Supply Company)		
Street Address:	10001 Linn Station Road		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40223		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3626777	WHAYNE	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steve Schaaf		
Address Line 1:	303 Peachtree Street, Suite 3600		
Address Line 2:	Parker, Hudson, Rainer & Dobbs LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	3101.13		
NAME OF SUBMITTER:	C. Keith Taylor		
SIGNATURE:	/CKT/		
DATE SIGNED:	07/28/2021		
Total Attachments: 6			
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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release"), dated as of July 27, 2021, is made by **CATERPILLAR FINANCIAL SERVICES CORPORATION**, a Delaware corporation ("Grantee"), under the Loan Agreements referred to below.

WHEREAS, in connection with that certain (i) Term Loan Agreement dated as of March 31, 2010 (the "Original Walker Loan Agreement"), between Cecil I. Walker Machinery Co., a West Virginia corporation (due to merger, now known as Boyd Company) ("Walker") and Grantee, and (ii) Amended, Restated and Consolidated Loan Agreement (the "Consolidated Loan Agreement"), dated as of January 17, 2017, between Boyd Company, a Kentucky corporation ("Grantor") as the successor-by-merger to Walker and Whyne Supply Company, a Kentucky corporation ("Whyne"), and Grantee, Grantee agreed to make loans and extend other financial accommodations to or for the benefit of Grantor;

WHEREAS, in connection with that certain Loan Agreement, together with Addendum I thereto, dated as of January 17, 2017 (the "DCAT Loan Agreement"; and together with the Original Walker Loan Agreement and the Consolidated Loan Agreement, the "Loan Agreements" and, each individually, a "Loan Agreement"), among Grantor, Walker Realty Co., a West Virginia corporation ("Realty"), as guarantor, and DCAT, LLC, a Delaware limited liability company ("DCAT"), DCAT agreed to make loans and extend other financial accommodations to or for the benefit of the Grantees;

WHEREAS, (i) Walker, Realty and Grantee entered into that certain Security Agreement dated as of March 31, 2010 (the "Original Walker Security Agreement"), and (ii) Grantor, Realty and Grantee entered into that certain Amended, Restated and Consolidated Security Agreement dated as of January 17, 2017 (the "Consolidated Security Agreement");

WHEREAS, Grantor, Realty and DCAT entered into that certain Amended, Restated and Consolidated Security Agreement, dated as of January 17, 2017 (the "Consolidated Security Agreement"); and together with the Original Walker Loan Agreement and the Consolidated Security Agreement, the "Security Agreements" and, each individually, a "Security Agreement";

WHEREAS, in connection with the Loan Agreements, Security Agreements and pursuant to those certain agreements described on Annex I attached hereto (collectively, the "IP Security Agreements"), Grantor granted security interests in certain intellectual property owned by Grantor, including those listed on Annex I attached hereto (the "IP Collateral") to Grantee, individually and as agent for DCAT; and

WHEREAS, the IP Security Agreements were recorded in the United States Patent and Trademark Office, on the dates and on the reels/frames or volume/document no., as applicable, set forth on Annex I attached hereto.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby **RELEASES**, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its lien on and security interest in, and right of setoff against, the IP Collateral, whether granted pursuant to the Security Agreements, the IP Security Agreements or any other agreement or document delivered in connection with the Loan Agreements, and Grantee hereby reassigns any and all such right, title and interest (if any) that Grantee may have in, to and under the IP Collateral to Grantor.

Grantee agrees, at Grantor's sole expense, to cooperate with Grantor and to provide Grantor with the information and additional authorization reasonably required or desirable to effect the release of Grantee's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has executed this Release as of the date first above written.

**CATERPILLAR FINANCIAL SERVICES
CORPORATION, as Grantee**

By: 

Name: Leah K. Pearne

Title: NABC Dealer Credit Manager

Release of Security Interest in Trademark Collateral (Boyd Company)

Confirmatory Grant of Security Interest in United States Trademarks dated as of March 31, 2010, by Grantor, as successor-by-merger to Walker in favor of Grantee, individually, was recorded with the U.S. Patent and Trademark Office on April 8, 2010 at Reel/Frame No. 4182/0164.

Owner	Trademark Name	Serial No.	Registration No.
Boyd Company, as successor-by-merger to Cecil I. Walker Machinery Co.	FLEX-O-SKIPS	73143003	1091083

Confirmatory Grant of Security Interest in United States Trademarks dated as of January 31, 2017, by Grantor, as successor-by-merger to Walker, in favor of Grantee, individually and as agent for DCAT, was recorded with the U.S. Patent and Trademark Office on February 6, 2017 at Reel/Frame No. 5968/0539.

Owner	Trademark Name	Serial No.	Registration No.
Boyd Company, as successor-by-merger to Cecil I. Walker Machinery Co.	FLEX-O-SKIPS	73143003	1091083
Boyd Company, as successor-by-merger to Cecil I. Walker Machinery Co.	Walker (Stylized)	86803036	5052961

Confirmatory Grant of Security Interest in United States Trademarks dated as of January 31, 2017, by Grantor, as successor-by-merger to Whayne, in favor of Grantee, individually and as agent for DCAT, was recorded with the U.S. Patent and Trademark Office on February 6, 2017 at Reel/Frame No. 5983/0093.

Owner	Trademark Name	Serial No.	Registration No.
Boyd Company (formerly known as Whayne Supply Company)	WHAYNE	77596721	3626777