# CH \$240.00 399669

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM670724

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Trademarks Recorded at 7134/0413	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barings Finance LLC		07/13/2021	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Radwell International, LLC
Street Address:	1 Millennium Drive
City:	Willingsboro
State/Country:	NEW JERSEY
Postal Code:	08046
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark	
Registration Number:	3996697	PLCCENTER	
Registration Number:	3255815	SPECK INDUSTRIAL CONTROLS	
Registration Number:	3192391	RADWELL INTERNATIONAL, INC.	
Registration Number:	3236152	SPECK INDUSTRIAL CONTROLS	
Registration Number:	3063585	RADWELL INTERNATIONAL	
Registration Number:	3129072	PLCCENTER.COM	
Registration Number:	2923461	PLCCENTER	
Registration Number:	2906483	PLCCENTER.COM. THE WORLD'S LARGEST SOURC	
Registration Number:	2763368	SPECK INDUSTRIAL CONTROLS, INC. REPAIR &	

## **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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:** 312.862.2208

**Email:** rob.soneson@kirkland.com

Correspondent Name: Rob Soneson
Address Line 1: 300 North LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

TRADEMARK REEL: 007405 FRAME: 0708

900639778

ATTORNEY DOCKET NUMBER:	50097-4
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/Rob Soneson/
DATE SIGNED:	08/27/2021

### **Total Attachments: 4**

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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 13, 2021, is made by Barings Finance LLC ("Barings"), as collateral agent (the "Collateral Agent") for the Secured Parties, in favor of Radwell International, LLC (the "Grantor"), as follows:

### WITNESSETH:

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of December 11, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor and the other parties thereto, in favor of the Collateral Agent, and that certain agreement described on Annex I attached hereto (the "Trademark Security Agreement"), the Grantor granted a security interest in certain collateral in favor of the Collateral Agent, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, the Collateral Agent now desires to terminate and release the Trademark Security Agreement and the entirety of its security interest in the Trademark Collateral, including the items described on Annex II attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>", as used herein, shall have the meaning set forth in the Trademark Security Agreement, including the items listed on <u>Annex II</u> attached hereto. Capitalized terms not defined herein have the meanings set forth in the Security Agreement or Trademark Security Agreement, as applicable.
- Release of Security Interest. The Collateral Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its security interest in and to the Trademark Collateral, the Trademark Security Agreement and any and all right, title and interest of the Collateral Agent in and to the Trademark Collateral and under the Trademark Security Agreement shall hereby be terminated, cancelled, released, relinquished and discharged. The Collateral Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Collateral Agent's security interest in the Trademark Collateral.
- 3. <u>Delivery by Facsimile</u>. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. Electronic signatures will have the same force and effect as manual signatures.
- 4. <u>Governing Law</u>. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

BARINGS FINANCE LLC, as Collateral Agent

Name: Brian Baldwin

Title: Authorized Signatory

# ANNEX I

Trademark Security Agreement, dated as of December 11, 2020, executed by Radwell International, LLC in favor of Barings Finance LLC, as Collateral Agent, recorded at the United States Patent and Trademark Office on December 15, 2020 at Reel 7134 Frame 0413.

# ANNEX II

# Trademark Registrations

# Reel 7134, Frame 0413

Country	Mark App/Reg. Nos.	Owner	Application Date/ Registration Date
US	PLCCENTER RN/SN: 3996697	Radwell International, L.L.C	7/19/2011
US	SPECK INDUSTRIAL CONTROLS RN/SN: 3255815	Radwell International, LLC	6/26/2007
US	RADWELL INTERNATIONAL, INC. RN/ SN: 3192391	Radwell International, LLC	1/2/2007
US	SPECK INDUSTRIAL CONTROLS RN/SN: 3236152	Radwell International, LLC	5/1/2007
US	RADWELL INTERNATIONAL RN/SN: 3063585	Radwell International, LLC	2/28/2006
US	PLCCENTER.COM RN/SN: 3129072	Radwell International, LLC	8/15/2006
US	PLCCENTER RN/SN: 2923461	Radwell International, LLC	2/1/2005
US	PLCCENTER.COM. THE WORLD'S LARGEST SOURCE FOR EVERYTHING INDUSTRIAL and Design RN/SN: 2906483	Radwell International, LLC	11/30/2004
US	SPECK INDUSTRIAL CONTROLS, INC. REPAIR & SUPPLY "YOUR ONE SOURCE" and Design	Radwell International, LLC	9/16/2003
	RN/SN: 2763368		

**RECORDED: 08/27/2021**