

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674686

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WHITEHORSE CAPITAL MANAGEMENT, LLC (as successor-in-interest to Medley Capital, LLC)		09/14/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Republic Fire Protection, Inc.
Street Address:	4242 Koppe Bridge Road
Internal Address:	Suite 200
City:	College Station
State/Country:	TEXAS
Postal Code:	77845
Entity Type:	Corporation: DELAWARE
Name:	FRM&L, LLC
Street Address:	4242 Koppe Bridge Road
Internal Address:	Suite 200
City:	College Station
State/Country:	TEXAS
Postal Code:	77845
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6094249	REPUBLIC FIRE PROTECTION
Registration Number:	5240192	

CORRESPONDENCE DATA

Fax Number: 7045032622
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: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700

TRADEMARK

Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 20729.515019

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 09/15/2021

Total Attachments: 4

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**TERMINATION AND RELEASE OF NOTICE OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (“Release”), dated as of September 14, 2021, is made by WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as agent for the Secured Parties (“Grantee”) in favor of Republic Fire Protection, Inc., a Delaware corporation, and FRM&L, LLC, a Delaware limited liability company (collectively, the “Grantor”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated September 1, 2017, among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the “Collateral Agreement”), Grantor granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

WHEREAS, Grantee and the Grantor were parties to that certain Notice of Grant of Security Interest in Trademarks, dated as of August 5, 2021 (the “Trademark Security Agreement”; all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Trademark Security Agreement), pursuant to which the Grantor, by reference to the Collateral Agreement, reaffirmed the grant, collateral assignment and pledge to Grantee, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under Trademark Collateral (as hereinafter defined), including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on August 6, 2021 at Reel 7381, Frame 0407; and

WHEREAS, Grantee has agreed to release its security interest in and lien on all of the Grantor’s right, title and interest in, to and under the Trademark Collateral and reassign the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby releases, terminates and discharges the Trademark Security Agreement and its Lien on, continuing security interest in, pledge on and right of set-off against the following:

- (i) each Trademark listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks; and
- (ii) all products, royalties and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with such Trademarks

(collectively, the “Trademark Collateral”).

2. Grantee hereby reassigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by Grantee, all of Grantee's right, title and interest (if any) in and to the Trademark Collateral.

3. Grantee agrees to take all further actions, and provide to the Grantor, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release; provided that any such further action shall be without representation or warranty by, or recourse to, the Grantee or any other Secured Party. The Grantee hereby authorizes and requests that the United States Patent and Trademark Office note and record this Release.

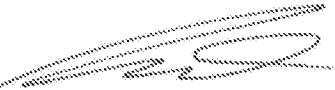
4. THIS RELEASE AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. This Release may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement. Facsimile transmission or electronic transmission (e.g., ".pdf" or ".tif") of an executed signature page to this Release shall be effective as delivery of a manually executed counterpart hereof. The words "execute", "execution," "signed," "signature," "delivery," and words of like import in or relating to this Release shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

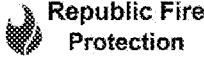

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Termination and Release of Security Interest in Notice of Grant of Security Interest in Trademarks to be executed as of the date first set forth above.

**WHITEHORSE CAPITAL
MANAGEMENT, LLC, as Grantee**

By: 
Name: Richard Siegel
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
U.S. FEDERAL TRADEMARK REGISTRATIONS

Country/State	Reg. No.	Reg. Date	Trademark	Trademark Image	Owner Name
United States of America	6094249	7/7/2020	REPUBLIC FIRE PROTECTION & Red Flame Design		Republic Fire Protection, Inc.
United States of America	5240192	07/11/17	The mark consists of a prohibition symbol with a fire flame appearing inside the symbol.		FRM&L, LLC