### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM675525

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, National Association		09/09/2021	Corporation: OHIO

### **RECEIVING PARTY DATA**

Name:	United Brass Works, Inc.
Street Address:	714 S. Main St.
City:	Randleman
State/Country:	NORTH CAROLINA
Postal Code:	27317
Entity Type:	Corporation: NORTH CAROLINA

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2185784	UNITED BRASS
Registration Number:	2136883	UNITED BRASS WORKS
Registration Number:	2135472	UNITED
Registration Number:	2136884	UNITED

### CORRESPONDENCE DATA

Fax Number: 3364781142

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: 3364781138 Email: srh@crlaw.com **Correspondent Name:** Susie Hayes

Address Line 1: 235 N. Edgeworth Street

Address Line 4: Greensboro, NORTH CAROLINA 27401

NAME OF SUBMITTER: Susie Hayes **SIGNATURE:** /Susie Hayes/ **DATE SIGNED:** 09/20/2021

**Total Attachments: 4** 

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> **TRADEMARK REEL: 007425 FRAME: 0963**

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# TERMINATION AND RELEASE OF SECURITY AND PLEDGE AGREEMENT

This TERMINATION AND RELEASE OF SECURITY AND PLEDGE AGREEMENT ("Termination and Release") dated as of September 7, 2021, but effective as of August 26, 2021, is made by FIFTH THIRD BANK, NATIONAL ASSOCIATION, formerly known as Fifth Third Bank, an Ohio banking corporation ("Lender"), in favor of UNITED BRASS WORKS, INC., a North Carolina corporation ("UBW"), and UNITED BRASS INTERMEDIATE, INC., a Delaware corporation ("UBP"; UBW and UBI being each a "Grantor" and collectively, the "Grantors"). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Credit Agreement (as defined below) referred to therein or the Security Agreement (as defined below), as applicable.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 12, 2016 (as amended, restated, modified, supplemented, extended, renewed, replaced or substituted for from time to time, the "Credit Agreement"), among the Grantors, the Guarantors party thereto and Lender, the Grantors executed that certain Security and Pledge Agreement dated as of August 12, 2016 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Security Agreement"), pursuant to which the Grantors granted a continuing security interest to Lender, in certain intellectual property of Grantors, including certain trademarks and patents listed on Schedule A hereto and made a part hereof (the "Collateral"); and

WHEREAS, pursuant to the Security Agreement, UBW and Lender executed (i) that certain Notice of Grant of Security Interest in Trademarks which was recorded with the United States Patent and Trademark Office on August 15, 2016 starting at Reel 5855, Frame 0355, and (ii) that certain Notice of Grant of Security Interest in Patents which was recorded with the United States Patent and Trademark Office on August 15, 2016 starting at Reel 039682, Frame 0161; and

WHEREAS, Lender now desires to terminate the Security Agreement and terminate and release its security interest in the Collateral and reassign any and all rights, title, and interest in the same to Grantors.

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

- 1. Lender hereby irrevocably terminates the Security Agreement and irrevocably discharges, terminates and releases its lien on and security interest in all of the Grantors' right, title and interest in and to the Collateral, including those trademarks and patents set forth on Schedule A.
- 2. Lender hereby assigns, grants and conveys to the Grantors, without any representation, warranty, recourse or undertaking by Lender, any and all of Lender's right, title, and interest in and to the Collateral, including those trademark registrations and patents set forth on Schedule A.

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- 3. Lender authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.
- 4. This Termination and 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 North Carolina and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

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TRADEMARK REEL: 007425 FRAME: 0966 IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

### LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION, formerly Fifth Third Bank, an Ohio banking corporation

Name:

Title:

# SCHEDULE A TO TERMINATION AND RELEASE OF SECURITY AND PLEDGE AGREEMENT

# U.S. Trademarks

Grantor	Trademark	Registration No.	Registration Date	
United Brass Works, Inc.	UNITED BRASS	2185784	09/01/98	
United Brass Works, Inc.	UNITED BRASS WORKS	2136883	02/17/98	
United Brass Works, Inc.	UNITED and Design	2135472	02/10/98	
United Brass Works, Inc.	UNITED	2136884	02/17/98	

# U.S. Patents

Grantor	Title	Patent No.	Issue Date
United Brass Works, Inc.	VALVE	D489797	05/11/04

Schedule A to Termination and Release of Security and Pledge Agreement

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RECORDED: 09/20/2021