# CH \$240.00 300278

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM679238

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SUMITOMO MITSUI BANKING CORPORATION		09/30/2021	BANKING CORPORATION: JAPAN

### **RECEIVING PARTY DATA**

Name:	INTERNATIONAL IMAGING MATERIALS, INC.		
Street Address:	310 Commerce Drive		
City:	Amherst		
State/Country:	NEW YORK		
Postal Code:	14228		
Entity Type:	Corporation: DELAWARE		

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3002786	CLEAN START
Registration Number:	3166339	CLEAN START
Registration Number:	2061803	DURACOAT
Registration Number:	2183944	IIMAK
Registration Number:	2850263	
Registration Number:	4491374	IINFINITY
Registration Number:	3816461	METALLOGRAPH
Registration Number:	4031978	METALLOGRAPH
Registration Number:	4988297	SURE SCAN

### **CORRESPONDENCE DATA**

**Fax Number:** 7036106200

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:** 7036106100

**Email:** boxip@hoganlovells.com

Correspondent Name: Greta D. Feldman of Hogan Lovells US LLP

Address Line 1: 8350 Broad Street, 17th Floor Address Line 2: Attn: Box Intellectual Property Tysons, VIRGINIA 22102

TRADEMARK REEL: 007444 FRAME: 0310

900647946

NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP		
SIGNATURE:	/Greta D. Feldman/		
<b>DATE SIGNED:</b> 10/06/2021			
Total Attachments: 4			
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### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "Release") is made as of September 30, 2021, by **SUMITOMO MITSUI BANKING CORPORATION.**, as collateral agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below) (in such capacity, the "Administrative Agent"), in favor of **INTERNATIONAL IMAGING MATERIALS**, **INC.**, (the "Grantor").

### WITNESSETH

WHEREAS, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of December 10, 2018, by and among the Grantor, the other grantors party thereto and the Administrative Agent (as heretofore amended, supplemented or otherwise modified, the "Guarantee and Collateral <u>Agreement</u>"), and (ii) that certain Intellectual Property Security Agreement, dated as of December 10, 2018, by and between the Grantor and the Administrative Agent (the "<u>IP Security Agreement</u>"; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the IP Security Agreement), the Grantor granted the Administrative Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the trademarks and patents of the Grantor, including, without limitation, such trademarks and patents identified on <u>Schedule A</u> attached hereto (the "<u>IP Security Interest</u>");

WHEREAS, the IP Security Agreement was recorded with the U.S. Patent and Trademark Office on December 10, 2018 at Reel 6497, Frame 0875;

WHEREAS, the Grantor has satisfied in full the terms of the Guarantee and Collateral Agreement and IP Security Agreement and requests a release of the IP Security Interest; and

WHEREAS, the Administrative Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the IP Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

- 1. The Administrative Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the IP Security Agreement, (b) releases, relinquishes, terminates and discharges the IP Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the trademarks and patents (including, without limitation, the trademarks and patents identified on Schedule A attached hereto and all extensions and renewals thereof), associated common law rights and goodwill appurtenant thereto and all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties or conventions or otherwise throughout the world.
- 2. The Administrative Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
- 3. At the request and sole expense of the Grantor, the Administrative Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release, including, without limitation, the execution, acknowledgment and delivery of any and all further instruments as the Grantor or its successors, assigns or legal representatives may reasonably request in order to confirm, effectuate or record this Release.

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TRADEMARK REEL: 007444 FRAME: 0312 4. This Release and any claim, controversy, dispute or cause of action (whether in contract, equity, statute, tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be solely and exclusively governed by, and construed in accordance with, the internal laws of the State of New York, including its statutes of limitations, but without giving effect to any choice or conflict of law provision or rule thereof.

[Signature page follows]

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IN TESTIMONY WHEREOF, the Administrative Agent has executed this Release by its proper officers thereunto duly authorized.

SUMITOMO MITSUI BANKING CORPORATION,

as Administrative Agent

By: \_ Name:

Title:

Yoshiyuki Natsuyama

Managing Director

# Schedule A

# **Trademark Collateral**

Mark	Serial /App. No.	Reg. No.	Reg. Date
CLEAN START	78/348,620	3,002,786	9/27/2005
CLEAN START and	78/548,969	3,166,339	10/31/2006
Design			
DURACOAT	74/558,142	2,061,803	5/13/1997
IIMAK	75/326,397	2,183,944	8/25/1998
IIMAK Design	76/465,801	2,850,263	6/8/2004
IINFINITY	85/031,475	4491374	3/4/2014
METALLOGRAPH	77/737,801	3,816,461	7/13/2010
METALLOGRAPH	77,618,257	4,031,978	9/27/2011
SURE SCAN	86810172	4988297	6/28/16

# **Patent Collateral**

Title	Patent No.	App No.	File Date	Issue Date
Printer Cassette	D504,907	29/192,704	10/28/2003	5/10/2005
Printer Cassette	D505,445	29/192,549	10/23/2003	5/24/2005
Geared Drive Hub	D511,186	29/151,171	10/31/2001	11/1/2005
Printer Cassette	D527,761	29/223,719	02/17/2005	9/5/2006
Thermal Printing and Cleaning Assembly	6,908,240	10/737,353	12/16/2003	6/21/2005
Thermal Printing and Cleaning Assembly	7,182,532	10/982,256	11/05/2004	2/27/2007
Thermal Printing and Cleaning Assembly	EPI704055	EUR 04814415.8	12/16/2004	11/2/2011
Thermal Printing and Cleaning Assembly	AU2004299102	AUS2004299102	12/16/2004	2/4/2010
Thermographic Imaging Element	8536087	13/080,048	04/05/2011	9/17/13
Textile Inkjet Printing Ink	(PROVISIONAL) 62/690,652	62/690,652	06/27/2018	
Outdoor Durable Inkjet Ink - New	(PROVISIONAL) 62/768,883	62/768,883	11/17/2018	

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**RECORDED: 10/06/2021** 

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