

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guggenheim Credit Services, LLC		11/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Hollister-Whitney Elevator Co, LLC		
Street Address:	2603 N 24th Street		
City:	Quincy		
State/Country:	ILLINOIS		
Postal Code:	62305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4337912	GRIPPER	
Registration Number:	2682439	ROPE GRIPPER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	yoosonlee@paulhastings.com		
Correspondent Name:	Yooson Sandy Lee		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Yooson Sandy Lee		
SIGNATURE:	/Yooson Sandy Lee/		
DATE SIGNED:	12/13/2021		
Total Attachments: 4			
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OP \$65.00 4337912

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Termination and Release”), dated as of November 19, 2021, is made by Guggenheim Credit Services, LLC (as successor to Guggenheim Corporate Funding, LLC), as collateral agent (in such capacity, the “Collateral Agent”) in favor of the Grantor (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, entered into pursuant to that certain Security Agreement (Second Lien), dated as of June 26, 2017 (as amended and restated, supplemented or otherwise modified from time to time), and recorded with the Trademark Division of the United States Patent and Trademark Office on June 26, 2017 at Reel/Frame 6101/0442 (the “Trademark Security Agreement (Second Lien)”), a lien on and security interest (the “Security Interest”) was granted by Hollister-Whitney Elevator Co. LLC, a Delaware limited liability company (the “Grantor”) to the Collateral Agent in certain Trademark Collateral (under and as defined in the Trademark Security Agreement (Second Lien)), including but not limited to the trademarks set forth on Schedule A hereto (the “Released Trademarks”);

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Released Trademarks;

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

1. Definitions. Capitalized terms not defined herein shall have the meanings set forth in the Trademark Security Agreement (Second Lien).

2. Release of Security Interest. The Collateral Agent, without representation, warranty or recourse, hereby terminates the Trademark Security Agreement (Second Lien), and terminates, releases and discharges any and all Security Interest in the Released Trademarks, and any right, title or interest of the Collateral Agent in the Released Trademarks shall hereby cease and become void, and hereby assigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent’s right, title and interest in and to the Released Trademarks.

3. Recordation. The Collateral Agent authorizes Grantor and its agents and designees to (i) record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority or agency at Grantor’s expense, and (ii) file UCC financing statement amendments with the applicable governmental authority or agency in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademarks.

4. Further Assurances. The Collateral Agent further agrees to execute and deliver to the Grantor and its agents and designees any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's expense) in order to carry out the purposes of this Termination and Release and confirm the Grantor’s right, title and interest in, to and under the Released Trademarks.

5. Choice of Law. THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF (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 LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

6. Counterparts. This Termination and Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

GUGGENHEIM CREDIT SERVICES, LLC,
as Collateral Agent

By: 

Name: Alysia Stiles-Kinsella

Title: Attorney-in-Fact

[Termination and Release of Security Interest in Trademarks – Second Lien – Hollister-Whitney Elevator Co. LLC]

TRADEMARK
REEL: 007527 FRAME: 0570

Schedule A

REEL/FRAME 6101/0442

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration / Appl. Number</u>	<u>Registration / Appl. Date</u>
Hollister-Whitney Elevator Co. LLC	GRIPPER	4337912	05/21/2013 / 08/30/2012
Hollister-Whitney Elevator Co. LLC	ROPE GRIPPER	2682439	02/04/2003 / 01/02/2001