

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berkshire Bank		10/04/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Spencer Turbine Company		
Street Address:	600 Day Hill Road		
City:	Windsor		
State/Country:	CONNECTICUT		
Postal Code:	06095		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4112650	AYRJET	
Registration Number:	3800672	GASCUBE	
Registration Number:	2585172	FAST VAC	
Registration Number:	2581164	JET-CLEAN	
Registration Number:	1911122	VORTEX	
Registration Number:	1854029	POWER MIZER	
Registration Number:	1616417		
Registration Number:	1284095	INDUSTRAVAC	
Registration Number:	0652701	SPENCER	
Registration Number:	0062801	SPENCER	
Registration Number:	0140976	SPENCER	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<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>			
Phone:	202-344-4976		
Email:	trademarkdocket@venable.com, rliebowitz@venable.com, cmitros@venable.com		
Correspondent Name:	Rebecca Liebowitz		

OP \$290.00 4112650

Address Line 1: P.O. Box 34385
Address Line 4: Washington, D.C. 20043-9998

ATTORNEY DOCKET NUMBER: 1444455461911

NAME OF SUBMITTER: Catherine Mitros

SIGNATURE: /Catherine Mitros/

DATE SIGNED: 12/21/2021

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “Release”) is effective as of October 4, 2021, by BERKSHIRE BANK (“Grantee”), in favor of THE SPENCER TURBINE COMPANY, a corporation organized under the laws of the State of Connecticut (“Grantor”). Capitalized terms used but not otherwise defined herein have the meaning given to them in the Loan Agreement (as defined below).

WHEREAS, Grantor and Grantee are parties to that certain Loan and Security Agreement, dated as of March 4, 2021 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time prior to the date hereof, the “Loan Agreement”);

WHEREAS, pursuant to the Loan Agreement, Grantor executed that certain Security Agreement (Trademarks), dated as of March 4, 2021, in favor of Grantee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), whereby Grantor granted to Grantee a continuing security interest in all of the Collateral (as such term is defined in the Trademark Security Agreement) of Grantor, including, without limitation, the Trademarks (as defined in the Trademark Security Agreement) listed on Exhibit A hereto, to secure the prompt payment, performance and observance of the Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on March 5, 2021 at Reel/Frame 7213/0389; and

WHEREAS, the Grantor has requested that the Grantee release its security interest in all right, title and interest in, to and under all of the Collateral.

NOW, THEREFORE, intending to be legally bound hereby and in connection with the Trademark Security Agreement, effective as of the date hereof, Grantee hereby (i) releases its continuing security interest and continuing lien upon, and terminates its security interest in, and all other rights, title and interest in and to, the Collateral (as defined in the Trademark Security Agreement) including, without limitation, the Trademarks (as defined in the Trademark Security Agreement) listed on Exhibit A hereto, without any recourse, representation or warranty, (ii) terminates the Trademark Security Agreement, and (iii) re-assigns to Grantor, any right, title or interest Grantee may have in, to or under the Collateral under the Loan Agreement or the Trademark Security Agreement, together with the goodwill of the business symbolized thereby, and hereby authorizes Grantor or Grantor’s authorized representative or designee to record this Release with the United States Patent and Trademark Office as evidence of such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee duly executes this Release, which is effective as of the day and year first written above.

BERKSHIRE BANK, as Grantee

By: 

Name: James Crumlish


Title: Vice President

Signature Page to Release of Security Interest in Trademarks

TRADEMARK
REEL: 007538 FRAME: 0211

EXHIBIT A

TRADEMARKS

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
AYRJET	The Spencer Turbine Company	3/13/2012	4112650
GASCUBE	The Spencer Turbine Company	6/8/2010	3800672
FAST VAC	Spencer Turbine Company, The	6/25/2002	2585172
JET-CLEAN	Spencer Turbine Company, The	6/18/2002	2581164
VORTEX	Spencer Turbine Company, The	8/15/1995	1911122
POWER MIZER	Spencer Turbine Company, The	9/13/1994	1854029
	Spencer Turbine Company, The	10/9/1990	1616417
INDUSTRAVAC	Spencer Turbine Company, The	7/4/1984	1284095
Spencer	Spencer Turbine Company, The	10/8/1957	0652701
SPENCER	Spencer Turbine Company, The	5/28/1907	0062801
SPENCER	Spencer Turbine Company, The	3/29/1921	0140976