

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TD BANK, NATIONAL ASSOCIATION		12/29/2021	National Banking Association: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	BAY ELECTRONIC SUPPORT TRONICS, INC.		
Street Address:	2424 N. Federal Highway, Suite 418		
Internal Address:	c/o New Water Capital, L.P.		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4559401	BUILT IN THE VALLEY	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	Jeffrey.Norgle@kirkland.com		
Correspondent Name:	Jeffrey Norgle		
Address Line 1:	300 NORTH LASALLE		
Address Line 2:	KIRKLAND & ELLIS LLP		
Address Line 4:	CHICAGO, ILLINOIS 60126		
ATTORNEY DOCKET NUMBER:	47876-7		
NAME OF SUBMITTER:	Jeffrey Norgle		
SIGNATURE:	/Jeffrey Norgle/		
DATE SIGNED:	01/03/2022		
Total Attachments: 4			
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EXECUTION

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "**Release**") is made as of December 29, 2021, by TD BANK, NATIONAL ASSOCIATION, a national banking association, with an address of 300 Franklin Street, Manchester, New Hampshire 03101 (the "**Lender**"), in favor of BAY ELECTRONIC SUPPORT TRONICS, INC., a California corporation with an address at c/o New Water Capital, L.P., 2424 N. Federal Highway, Suite 418, Boca Raton, Florida 33431 (the "**Grantor**"). All capitalized terms used but not otherwise defined in this Release shall have the respective meanings ascribed to such terms in the Guarantee and Security Agreement or the Trademark Security Agreement (each, as defined below) (whether defined therein or by reference to another agreement).

Preliminary Statements:

WHEREAS, pursuant to that certain Guarantee and Security Agreement by and among the Grantor, the Lender, and certain other parties, dated as of September 16, 2019 (as the same may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Security Agreement**"), the Grantor executed and delivered to the Lender a certain Trademark Security Agreement, dated as of September 16, 2019 (the "**Trademark Security Agreement**"), by and between the Grantor and the Lender which was recorded on September 16, 2019 in the United States Patent and Trademark Office ("**USPTO**") at Reel/Frame 6745/0905; and

WHEREAS, pursuant to the Guarantee and Security Agreement and the Trademark Security Agreement, the Grantor granted, assigned and pledged to the Lender to secure the Secured Obligations, a continuing security interest (the "**Security Interest**") in all of the Grantor's right, title and interest in and to (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party, including without limitation, those referred to on **Schedule A** attached hereto, (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License, and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License (collectively, the "**Trademark Collateral**"); and

WHEREAS, the Lender acknowledges that the conditions for releasing the Security Interest in the Trademark Collateral have been met, and the Grantor has requested the Lender to release such Security Interest.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender hereby (a) terminates the Trademark Security Agreement, (b) terminates, discharges and releases the Security Interest in the Trademark Collateral, and (c) reassigns to the Grantor any right, title or interest the Lender may have in the Trademark Collateral of the Grantor, in each case without recourse to the Lender or representation or warranty of any kind.


This Release is executed and delivered by the Lender to the Grantor, **WITHOUT ANY RECOURSE OF ANY KIND AGAINST THE LENDER AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES MADE BY THE LENDER OF ANY KIND, WHETHER EXPRESS OR IMPLIED.**

The Grantor, or any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral of the Grantor), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its authorized officer as of the date first above written.

TD BANK, NATIONAL ASSOCIATION


By: 
Timothy J. Whitaker, Director

[Signature Page - Release of Security Interests In Trademarks]

TRADEMARK
REEL: 007548 FRAME: 0178

LIST OF TRADEMARKS

Schedule A

Trademark	Goods and Services	Current Owner	Reg. No.	Reg. Date
BUILT IN THE VALLEY (design) 	INT. CL. 40 FOR MANUFACTURING SERVICES FOR OTHERS IN THE FIELD OF ELECTRONICS	Bay Electronic Support Tronics Inc.	4559401	July 1, 2014