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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM712600

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 5355/0295

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent		02/28/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	MAT INDUSTRIES, LLC	
Street Address:	dress: 6700 Wildlife Way	
City:	: Long Grove	
State/Country:	ILLINOIS	
Postal Code:	stal Code: 60047	
Entity Type:	ity Type: Limited Liability Company: ILLINOIS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2687466	POWERMATE

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	60207-30020
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	03/07/2022

Total Attachments: 4

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> TRADEMARK REEL: 007651 FRAME: 0952

PARTIAL TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENTS

THIS PARTIAL TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENTS (this "Partial Release"), dated as of February 28, 2022, is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), in favor of MAT INDUSTRIES, LLC, an Illinois limited liability company (the "Grantor"), as follows:

WITNESS ETH:

WHEREAS, pursuant to those certain agreements described on <u>Annex I</u> attached hereto (the <u>"IP Security Agreements")</u>, the Grantor granted a continuing security interest in and continuing lien upon the trademarks and trademark applications of the Grantor, including the POWERMATE registration (USRN 2687466) (the <u>"Released Trademark")</u>, to secure payment, performance and observance of the obligations; and

WHEREAS, the Grantor has requested that the Administrative Agent release, and the Administrative Agent is willing to release the entirety of, subject to the terms hereof, its security interest solely with respect to the Released Trademark.

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

- 1. <u>Definitions.</u> Capitalized terms not defined herein have the meanings set forth in the IP Security Agreements, as applicable.
- 2. Release of Security Interest. The Administrative Agent does hereby terminate, release and discharge the entirety of any and all security interests granted under the IP Security Agreements that it may have in, to, and under the Released Trademark. Any right, title or interest of the Administrative Agent in the Released Trademark shall hereby terminate, cease and become void. The Administrative Agent hereby assigns, transfers and conveys any and all right, title or interest of the Administrative Agent in the Released Trademark to the Grantor.
- 3. This Partial Release is applicable only and solely with respect to the Released Trademark and to no other collateral arising under the IP Security Agreements (the "Retained Collateral"). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Administrative Agent under the IP Security Agreements with respect to all such Retained Collateral, and the Administrative Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release.
- 4. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Grantor's sole cost and expense, as may be reasonably necessary to effect the release of the Released Trademark contemplated hereby.
- 5. This Partial Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

TRADEMARK REEL: 007651 FRAME: 0953 6. This Partial Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Partial Release by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as

Administrative Agent

By:____ Name:

Title:

[Signature Page to Partial Termination and Release of Trademark Security Agreements]

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ANNEX I

Trademark Security Agreement dated as of September 9, 2011 by MAT INDUSTRIES, LLC in favor of Wells Fargo Bank, National Association and recorded with the United States Patent and Trademark Office on December 15, 2011 at Reel 4860, Frame 0245.

Amended and Restated Trademark Security Agreement dated as of August 22, 2014 by MAT INDUSTRIES, LLC in favor of Wells Fargo Bank, National Association and recorded with the United States Patent and Trademark Office on September 2, 2014 at Reel 5355, Frame 0295.

Notice of Grant of Security Interest in Trademarks dated as of January 10, 2020 by MAT INDUSTRIES, LLC in favor of Wells Fargo Bank, National Association and recorded with the United States Patent and Trademark Office on January 21, 2020 at Reel 6841, Frame 0891.

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RECORDED: 03/07/2022