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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM713836

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	te Entity Type	
Manufacturers and Traders Trust Company		03/07/2022	National Banking Association: UNITED STATES	

#### **RECEIVING PARTY DATA**

Name:	Resco Products, Inc.	
Street Address:	One Robinson Plaza, 6600 Steubenville Pike	
Internal Address:	Suite 300	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15205	
Entity Type:	Corporation: PENNSYLVANIA	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4998927	MAAX
Registration Number:	4853898	EZ CUBED
Registration Number:	4403878	MASSTECH

### CORRESPONDENCE DATA

**Fax Number:** 3126095005

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.

**Email:** phack@vedderprice.com

Correspondent Name: Patricia Hack

Address Line 1: 222 N. LaSalle Street, Suite 2400

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Patricia Hack
SIGNATURE:	/Patricia Hack/
DATE SIGNED:	03/11/2022

### **Total Attachments: 5**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release"), dated as of March 7, 2022, by Manufacturers and Traders Trust Company, as Administrative Agent ("Agent"), grants a release of security interest in trademarks to each of Resco Products, Inc. (Pennsylvania corporation) (the "Grantor"). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Security Agreement or IP Security Agreement (as defined below), as applicable.

WHEREAS, Grantors and Agent are parties to a certain (i) Security Agreement, dated as of September 7, 2011 (as amended, restated, or otherwise modified, the "Security Agreement") and (ii) Trademark Security Agreement, dated as of April 26, 2017, by and among Resco Products, Inc. and the Agent, which was recorded with the United States Patent and Trademark Office ("USPTO") on April 26, 2017 at Reel/Frame No. 006043/0006 (the "IP Security Agreement"), pursuant to which each Grantor granted to the Agent a continuing security interest in, the Collateral (as defined in the IP Security Agreement), and

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, each Grantor granted to Administrative Agent a continuing security interest in, and continuing lien upon, all right, title, and interest of each Grantor in and to the intellectual property rights and Collateral held by such Grantor including, without limitation, the trademarks listed on the attached **Schedule A**, together with all goodwill connected with the use of and symbolized thereby, and all renewals thereof; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of March 7, 2022, by and among others, the Grantors and Administrative Agent, (i) each Grantor has fulfilled its obligations and commitments under the Credit Agreement (as defined in the IP Security Agreement), (ii) Administrative Agent has released and has agreed to release its continuing security interest in, and continuing lien upon, and assign to Grantor any and all interest it may have in the Collateral and (iii) Administrative Agent has agreed to provide a document suitable for recording in the USPTO evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged:

- 1. Administrative Agent hereby (i) releases its continuing security interest in, and continuing lien upon, and assigns its entire right, title and interest in, if any, the Collateral and (ii) re-assigns, re-transfers and re-conveys to each such Grantor any and all rights and interest it may have in, to or under the Collateral
- 2. This Release has been executed and delivered by Administrative Agent for the purpose of releasing, removing, or otherwise terminating the security interest made part of the Security Agreement and IP Security Agreement in favor of Administrative Agent in the Collateral that have been filed with the USPTO and, to the extent required, any other such offices in other countries of the world. The IP Security Agreement and all of Grantors' obligations thereunder and

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under the Security Agreement as they pertain to the Collateral are thus terminated as of the date first set forth above.

- 3. Administrative Agent has a continuing obligation to sign all agreements, documents, or otherwise, necessary to carry out this Release and the obligations herein.
- 4. This Release shall be binding upon the parties' legal representatives, successors, and assigns.
- 5. Administrative Agent agrees, or authorizes the Grantors, to make filings with the USPTO and take further actions, as reasonably requested by the Grantors to evidence the release and termination of Administrative Agent's security interests in the Collateral.
- 6. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, t	he undersigned have executed this RELEASE Of
SECURITY INTEREST IN TRADEMARKS	as of the day of, 2022.
By: Manufacturers and Traders Trust Company, as Administrative Agent	Resco Products, Inc., as Grantor
By: Name: Laurel LB Magruder Title: Crown Vice President	By:Name:
Title: Group Vice President	Title <sup>.</sup>

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SECURITY INTEREST IN TRADEMARKS as	undersigned have executed this RELEASE Of of the day of, 2022,
SECORITI INTEREST IN TRADEMARY 85	of the day of, 2022.
By: Manufacturers and Traders Trust	Resco Products, Inc., as Grantor
Company, as Administrative Agent	
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By:	By: /willrul
Name:	Name: Graham McDonough
Title:	Title: Secretary

# Schedule A<sup>1</sup>

## Registered and Applied for Trademarks:

Country	Trademark	App #	Filing Date	Reg #	Reg Date
	Name				
US	MAAX	86/402,861	9/23/2014	4,998,927	7/12/2016
US	EZ CUBED	86/407,376	9/26/2014	4,853,898	11/17/2015
US	MASSTECH	85/448,856	10/17/2011	4,403,878	9/17/2013

<sup>1</sup> Note to VP: Schedules do not match the IP schedules of the underlying documents. Please advise and update accordingly.

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**RECORDED: 03/11/2022**