

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716626

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent		03/14/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, as the successor Notes Collateral Agent
Street Address:	500 Delaware Avenue
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5029735	HAAS GROUP INTERNATIONAL
Registration Number:	2421655	HAASTRAC
Registration Number:	2609886	HAZTRACK
Registration Number:	3003870	MAX COM
Registration Number:	5264279	TCMIS
Registration Number:	5264278	TCMIS TOTAL CHEMICAL MANAGEMENT
Registration Number:	2279133	AB
Registration Number:	3885100	UNISEAL
Registration Number:	2748085	SOUNSECURE
Registration Number:	2254025	UNIBRACE
Registration Number:	1521405	UNISEAL
Registration Number:	2539348	UNISEAL
Registration Number:	3647056	WA
Registration Number:	3924966	WA
Registration Number:	5111215	WA
Registration Number:	4372149	WA WESCO AIRCRAFT
Registration Number:	4795365	WESCO AIR

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Property Type	Number	Word Mark
Registration Number:	2521481	WESCO AIRCRAFT
Registration Number:	3924965	WESCO AIRCRAFT
Registration Number:	5111216	WESCO AIRCRAFT

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	54721.00001
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	03/24/2022

Total Attachments: 6

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ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL

ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL (this “Assignment”), dated as of March 14, 2022, from THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent (in such capacity, the “Existing Notes Collateral Agent”), to WILMINGTON SAVINGS FUND SOCIETY, FSB, as the successor Notes Collateral Agent (together with its successors and assigns, the “Successor Notes Collateral Agent”) with an address of 500 Delaware Avenue, Wilmington, DE 19801.

WITNESSETH:

WHEREAS, reference is made to that certain Notes Security Agreement, dated as of January 9, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Successor Notes Collateral Agent (as successor in interest to the Existing Notes Collateral Agent) pursuant to which the Grantors were required to execute and deliver the Trademark Security Agreement referred to below: and

WHEREAS, pursuant to that certain Notes Trademark Security Agreement, dated as of January 9, 2020, by the Grantors party thereto in favor of the Existing Notes Collateral Agent, recorded with the United States Patent and Trademark Office on January 10, 2020 at Reel 6835, Frame 0342 (the “Trademark Security Agreement”), each Grantor pledged and granted to the Existing Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral);
and

(c) all Proceeds of any and all of the foregoing.

WHEREAS, the Existing Notes Collateral Agent has assigned all of its rights, powers, and privileges as Notes Collateral Agent under the Trademark Security Agreement to the Successor Notes Collateral Agent; and

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Assignment of Security Interest. The Existing Notes Collateral Agent hereby assigns, without recourse, representation or warranty of any kind, all of its rights, powers, and privileges under the Trademark Security Agreement, including those with respect to the Collateral, to the Successor Notes Collateral Agent.

SECTION 3. Recordation. The Existing Notes Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Assignment.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Successor Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Assignment.

SECTION 5. Counterparts. This Assignment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Assignment by signing and delivering one or more counterparts. Each signed copy will be an original, but all of them together represent the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, email or other electronic means shall be effective as delivery of a manually executed counterpart of this Assignment.

SECTION 6. Governing Law. This Assignment and the transactions contemplated hereby, and all disputes between the parties under or relating to this Assignment or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Pages Follow]

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

EXISTING NOTES COLLATERAL AGENT:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

Gary S. Bush

Digitally signed by Gary S. Bush
DN: cn=Gary S. Bush, o=US, ou=United States HUS
United States, email=gary.s.bush@nyfb.com
gary.bush@nyfb.com
Reason: I am the signer of this document
Location:
Date: 2020.05.11 10:37:05-04

By: _____

Name:

Title:

Accepted and Agreed:

SUCCESSOR NOTES COLLATERAL AGENT:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: _____

Name:

Title:

[Signature Page – Successor Agent Notes Trademark Assignment]

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

EXISTING NOTES COLLATERAL AGENT:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____

Name:

Title:

Accepted and Agreed:

SUCCESSOR NOTES COLLATERAL AGENT:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: John McNichol

Name: John McNichol

Title: Assistant Vice President

[Signature Page – Successor Agent Notes Trademark Assignment]