

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL, as Administrative Agent		03/29/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	TRANSFORMER SUPPLY, INC.		
Street Address:	9650 S. FRANKLIN DRIVE		
City:	FRANKLIN		
State/Country:	WISCONSIN		
Postal Code:	53132		
Entity Type:	Corporation: DELAWARE		
Name:	JEFFERSON ELECTRIC, INC.		
Street Address:	9650 S. FRANKLIN DRIVE		
City:	FRANKLIN		
State/Country:	WISCONSIN		
Postal Code:	53132		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5591832	TRANSFORMER SUPPLY	
Registration Number:	4124484	JEFFERSON	
Registration Number:	4124485	JEFFERSON ELECTRIC	
Registration Number:	2179377	JEFFERSON ELECTRIC	
Registration Number:	3095087	SOLARTRAN TANNING BED TRANSFORMERS	
Registration Number:	3931922	H	
Registration Number:	3813260	TRANSMAX	
Registration Number:	4309439	HSS	
Registration Number:	4078477	SYSTEMAX	
Registration Number:	3847214	GENMAX	
CORRESPONDENCE DATA			
Fax Number:	2149813400		

CH \$265.00 5591832

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:	11569-30380
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	04/01/2022
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Total Attachments: 4

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Termination and Release”), dated as of March 29, 2022, is made by BANK OF MONTREAL, as administrative agent for the Secured Parties (in such capacity, the “Administrative Agent”) in favor of Jefferson Electric, Inc. and Transformer Supply, Inc., as grantors (each a “Grantor” and collectively, the “Grantors”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Credit Agreement (as defined below) and the Intellectual Property Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain ABL Credit and Guaranty Agreement, dated as of August 16, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Credit Agreement”), the Grantors executed that certain Intellectual Property Security Agreement, dated as of August 16, 2019 (the “Intellectual Property Security Agreement”) in favor of the Administrative Agent, which was recorded in the United States Patent and Trademark Office on August 19, 2019 at Reel 6723, Frame 0259 against the Trademarks and at Reel 50085, Frame 0858 against the Patents, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Copyrights, Patents and Trademarks (as defined therein and collectively, the “Collateral”), including the Patents and Trademarks listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantors have satisfied in full its Obligations under the Credit Agreement and the Intellectual Property Security Agreement and requests a release of the security interest in the Collateral granted thereunder; and

WHEREAS, the Administrative Agent now desires to terminate the Intellectual Property Security Agreement and terminate and release its security interest in the Collateral, including the Patents and Trademarks listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to the applicable Grantor, as provided herein.

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

1. The Administrative Agent hereby irrevocably terminates the Intellectual Property Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of each Grantor’s right, title and interest in and to the applicable Collateral, including those Trademarks and Patents set forth on Schedule A.

2. The Administrative Agent hereby assigns, grants and conveys to the applicable Grantor without any representation, warranty, recourse or undertaking by the Administrative

Agent, any and all of Administrative Agent's right, title, and interest in and to the applicable Collateral, including those Trademarks and Patents set forth on Schedule A.


3. The Administrative Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Administrative Agent's security interest contemplated hereby.

4. The Administrative Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BANK OF MONTREAL,
as Administrative Agent



By: _____

Name: Jared Price

Its: Vice President

*Signature Page to Termination and Release of Intellectual Property Security Agreement
(Jefferson Electric, Inc. and Transformer Supply, Inc.)*