ETAS ID: TM723919

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TEMPEL HOLDINGS, INC.		12/01/2021	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	TEMPEL STEEL COMPANY
Street Address:	5500 North Wolcott Avenue
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60640-1020
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0691149	TEMPEL
Registration Number:	2105245	TEMPEL

CORRESPONDENCE DATA

Fax Number: 2027568087

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: 202-756-8000

Email: ipdocketmwe@mwe.com, eatkins@mwe.com, kdelcoure@mwe.com

Correspondent Name: Eleanor B. Atkins

Address Line 1: McDermott Will & Emery LLP Address Line 2: 500 North Capitol Street, NW Address Line 4: Washington, D.C. 20001-1531

ATTORNEY DOCKET NUMBER:	005104-0010
NAME OF SUBMITTER:	Eleanor B. Atkins
SIGNATURE:	/Eleanor B. Atkins/
DATE SIGNED:	04/26/2022

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of December 1, 2021, by **TEMPEL HOLDINGS, INC.** ("<u>THI</u>"), in its capacity as Lender (as defined in the Credit Agreement) in favor of **TEMPEL STEEL COMPANY** ("<u>TSC</u>"), an Illinois corporation, having an address of 5500 North Wolcott Avenue, Chicago, Illinois 60640-1020 (each a "<u>Party</u>," and collectively, the "<u>Parties</u>").

WHEREAS, the Parties were party to a certain Subordinated Credit and Security Agreement dated as of January 22, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Parties entered into the Trademark Security Agreement dated as of January 22, 2021 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement," and together with the Credit Agreement, the "Security Documents");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on January 25, 2021, at Reel 7168, Frame 0714; and

WHEREAS, in connection with the payment in full of the obligations under the Credit Agreement and termination of the security interests securing such obligations pursuant to pay-off letters dated as of December 1, 2021, TSC has requested that Lender release its security interests in the Trademark Collateral (as defined in the Security Documents), including the Trademarks listed on <u>Schedule I</u> hereto.

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

- 1. <u>RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Lender hereby terminates the Security Agreement and fully and irrevocably discharges, releases and terminates any and all security interests that it has or had pursuant to the Security Documents in any and all right, title, and interest that they may have in, to and under the Trademark Collateral (as defined in the Security Documents), including the following:
 - (a) each trademark, trademark application and/or trademark registration listed on Schedule I annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and
 - (b) all products and proceeds of the foregoing, including without limitation, any claim against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.
- 2. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Documents, and this Release shall be subject to any rules of construction set forth in the Security Documents, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 3. <u>CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS RELEASE SHALL BE SUBJECT TO THE PROVISIONS</u>

REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN THE SECURITY DOCUMENTS, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

4. <u>FURTHER ASSURANCES</u>. Lender agrees to take all further actions, and provide to TSC and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as TSC and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

[Signature page follows]

IN WITNESS WHEREOF, Lender has caused this Release to be effective as of the day and year first above written.

TEMPEL HOLDINGS, INC., as Lender

By: ___ Christopher Stephan

Name: Christopher Stephan

Title: President

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

Schedule I to Release of Security Interest in Trademarks

Registration No.	Registered Owner	Mark
2301948	Tempel Steel Company	BCL
0681024	Tempel Steel Company	TEMPCOR
0691149	Tempel Steel Company	TEMPEL
2105245	Tempel Steel Company	TEMPEL
Tempel Steel Company		HICOR

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RECORDED: 04/26/2022