

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC, as Retiring Agent		04/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Apogem Capital LLC, as Successor Agent		
Street Address:	227 W Monroe St., Ste 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3787998	MEC	
Registration Number:	4150394	GAS BOX	
Registration Number:	3846179	ACCU-MAX	
Registration Number:	4628293	EXCELA-FLO	
Registration Number:	4328695	TURBO-FLO	
Registration Number:	4129507	FLEX-VENT	
Registration Number:	4153135	EXCELERATOR	
Registration Number:	2042479	DUAL BONNET	
Serial Number:	86828100	EXCELA-FLANGE	
Registration Number:	6296788	ACCU-MAX+	
Registration Number:	6048165	VERSAFILL	
Registration Number:	5962153	SENTINEL	
Registration Number:	2810007	CPC-CRYOLAB	
Registration Number:	3224436	ROCKWOOD SWENDEMAN	
Registration Number:	3511592	XK	
Registration Number:	3511591	XANIK	
CORRESPONDENCE DATA			
Fax Number:	3128637867		

OP \$415.00 3787998

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: 312-863-7267
Email: jaclyn.di.grande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.428

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 04/26/2022

Total Attachments: 8

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENTS**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this "**Assignment**"), dated as of April 1, 2022, is by **MADISON CAPITAL FUNDING LLC** (individually, "**MCF**"), acting in its capacity as the current and resigning administrative agent (in such capacity, the "**Retiring Agent**") and **APOGEM CAPITAL LLC** (individually, "**Apogem**"), acting in its capacity as the successor administrative agent (in such capacity, the "**Successor Agent**").

RECITALS:

WHEREAS, MARSHALL EXCELSIOR CO., as "Grantor", and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "**Agreements**") covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer and Sub-Agent Appointment Agreement by and between MCF, as the Retiring Agent, and Apogem, as the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

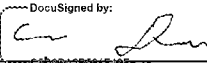
(Remainder of page left intentionally blank; signatures follow.)

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

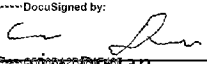
MADISON CAPITAL FUNDING LLC

By: Apogem Capital LLC, its manager

By: 
Name: Craig Dugan
Title: Director

SUCCESSOR AGENT:

APOGEM CAPITAL LLC

By: 
Name: Craig Dugan
Title: Director