# **+ \$290.00 86385**4

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM729637

	SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust		12/23/2020	National Banking Association:

#### **RECEIVING PARTY DATA**

Name:	Eberle Design, Inc.		
Street Address:	3510 East Atlanta Avenue		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	Corporation: ARIZONA		
Name:	Reno A&E, LLC		
Street Address:	3510 East Atlanta Avenue		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 11**

Property Type Number		Word Mark			
Serial Number:	86385493	DA-DATA AGGREGATOR			
Registration Number: 4115900		IPACK			
Registration Number:	4720134	DA-100			
Registration Number:	4342712	SMARTMONITOR			
Registration Number: 4335007		MONITORKEY			
Registration Number: 4335008		LEDGUARD			
Registration Number: 3098970		DEFLECTOMETER			
Serial Number:	86385451	ICITE			
Registration Number: 4720137		EBERLE GLANCE			
Registration Number: 2165150		RENO A & E			
Registration Number:	2163273	RENO A&E			

#### **CORRESPONDENCE DATA**

TRADEMARK REEL: 007721 FRAME: 0182

900696028

**Fax Number:** 4123556501

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:** 4123558332

**Email:** patricia.foley@klgates.com

Correspondent Name: Robert J. Sovesky
Address Line 1: 210 Sixth Avenue
K&L Gates Center

Address Line 4: Pittsburgh, PENNSYLVANIA 15222-2613

NAME OF SUBMITTER:	Robert J. Sovesky
SIGNATURE:	/Robert J. Sovesky/
DATE SIGNED:	05/23/2022

#### **Total Attachments: 7**

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#### TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "<u>Termination</u>"), dated as of December 23, 2020 is made by Wilmington Trust, National Association, as administrative agent (in such capacity, the "<u>Administrative Agent</u>"), in favor of Ennis Paint, Inc., a Texas corporation, Flint Trading, Inc., a North Carolina corporation, Eberle Design, Inc., an Arizona corporation and Reno A&E, LLC, a Delaware limited liability company (collectively, the "<u>Grantor</u>"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Collateral Agreement (as defined below).

WHEREAS, pursuant to (i) that certain Second Lien Collateral Agreement, dated as of June 13, 2016 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement") between the Grantor, the other grantors party thereto and the Administrative Agent and (ii) that certain Second Lien Trademark Security Agreement, dated as of June 14, 2016 (the "Trademark Security Agreement") executed by the Grantor and the other grantors party thereto in favor of the Administrative Agent, the Grantor granted to the Administrative Agent a security interest in all of the Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule 1 attached hereto (together with any other trademarks or trademark applications otherwise referenced in or subject to the Collateral Agreement or Trademark Security Agreement, the "Trademark Collateral");

**WHEREAS**, the security interest in the Trademark Collateral granted by the Grantor to the Administrative Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on June 14, 2016 at Reel/Frame 5813/0629;

WHEREAS, the Administrative Agent has agreed to terminate, release and discharge its security interest and lien on all of the Trademark Collateral; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Termination in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Administrative Agent may have in the Trademark Collateral pursuant to the Collateral Agreement and Trademark Security Agreement.

**NOW, THEREFORE,** for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Grantor secured by the Trademark Collateral pursuant to the Collateral Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Grantor's right, title and interest in, to and under the Trademark Collateral, including all goodwill associated with the Trademark Collateral, and hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Trademark Collateral to Grantor.

- 2. The Administrative Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.
- 3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent

Name: Nicole Krol

Title: Assistant Vice President

**REEL: 007721 FRAME: 0186** 

SCHEDULE 1

## to Termination of Security Interest in Trademarks

Title	Serial No.	Filing	Registratio	Registratio	Owner
		Date	n No.	n Date	
PERMALINE	75/442533	3/2/1998	2289933	11/2/1999	Ennis Paint,
CATATION	72/042828	12/23/1957	677591	4/28/1959	Inc.
CATATHERM	72/042020	12/23/1937	077391	4/28/1939	Ennis Paint, Inc.
LIFELINE and	71/418612	4/22/1939	371240	9/19/1939	Ennis Paint,
design	7.1, 12.00.1.2	1,22,1333	0.12.0	3,13,1303	Inc.
STIMSONITE	73/387209	9/21/1982	1261461	12/20/1983	Ennis Paint,
					Inc.
THERMO-QUIK	76705931	1/7/2011	4000099	7/26/2011	Ennis Paint,
A CALLA E ATENT	76/600170	(20/2000	0510561	0/2/0010	Inc.
AQUALITE	76/698178	6/30/2009	3743564	2/2/2010	Ennis Paint, Inc.
ENNIS PAINT	76/696696	4/6/2009	3730331	12/29/2009	Ennis Paint,
LIMBIANI	70/020020	4/0/2009	3730331	12/25/2005	Inc.
DURA-STRIPE	73/712049	2/19/1988	1508744	10/18/1988	Ennis Paint,
					Inc.
HPS	75/445634	3/6/1998	2344045	4/18/2000	Ennis Paint,
					Inc.
ENNIS TRAFFIC	76/701097	1/6/2010	3957978	5/10/2011	Ennis Paint,
SAFETY SOLUTIONS and					Inc.
global design					
ENNIS and global	76/701098	1/6/2010	3957979	5/10/2011	Ennis Paint,
design					Inc.
ENNIS ONE STOP	76/706137	1/26/2011	4132102	4/24/2012	Ennis Paint,
TRAFFIC					Inc.
SAFETY CENTER					
and design	76/706042	1/10/2011	4004104	0/2/2011	F . D . /
CHROMAGRIP	76/706043	1/19/2011	4004194	8/2/2011	Ennis Paint, Inc.
CYCLEGRIP	76/706044	1/19/2011	4004195	8/2/2011	Ennis Paint,
0.1.0.1.0.1.1.1	, , , , , , , , , , , , , , , , , , , ,	2,23,232		0,2011	Inc.
COLOURBRIGHT	76/706045	1/19/2011	4004196	8/2/2011	Ennis Paint,
					Inc.
ENNIS ONE STOP	76/706136	1/26/2011	4042269	10/18/2011	Ennis Paint,
PERVO PAINT					Inc.
COMPANY TRAFFIC					
SAFETY CENTER					
and design					
ENNIS TRAFFIC	76/706135	1/26/2011	4132101	4/24/2012	Ennis Paint,
SAFETY CENTER					Inc.
ONE STOP				<u> </u>	<u> </u>

Title	Serial No.	Filing Date	Registratio n No.	Registratio n Date	Owner
ENNIS-FLINT and	76/710679	2/22/2012	4867254	12/8/2015	Ennis Paint,
design (parent)					Inc.
ENNIS-FLINT A TRAFFIC SAFETY SOLUTIONS COMPANY and design (parent)	76/710678	2/22/2012	4867253	12/8/2015	Ennis Paint, Inc.
ALL STRIPE and design	77/132108	3/15/2007	3395603	3/11/2008	Ennis Paint, Inc.
ALL STRIPE	77/132063	3/15/2007	3395602	3/11/2008	Ennis Paint, Inc.
ENNIS-FLINT (Parent)	76/715715	1/24/2014	4874570	12/22/2015	Ennis Paint, Inc.
ENNIS-FLINT and design (child)	76/979272	2/22/2012	4543669	6/3/2014	Ennis Paint, Inc.
ENNIS-FLINT A TRAFFIC SAFETY SOLUTIONS COMPANY and design (child)	76/979273	2/22/2012	4795382	8/18/2015	Ennis Paint, Inc.
ENNIS-FLINT (Child)	76/978712	1/24/2014	4855844	11/17/2015	Ennis Paint, Inc.
THE MARK OF TRAFFIC SAFETY	76/719195	4/8/2016			Ennis Paint, Inc.
Premark and Design	73/702,725	12/24/1987	1,537,404	5/2/1989	Flint Trading, Inc.
Bundy	74/522,613	4/29/1994	1,990,666	8/6/1996	Flint Trading, Inc.
Topmark	76/522,816	6/16/2003	2,847,377	6/1/2004	Flint Trading, Inc.
Decomark	76/572,839	1/30/2004	2,967,972	7/12/2005	Flint Trading, Inc.
Vizigrip	78/616,806	4/26/2005	3,082,420	4/18/2006	Flint Trading, Inc.
Flint Trading, Inc.	78/613,543	4/21/2005	3,182,704	12/12/2006	Flint Trading, Inc.
Premark	78/607,169	4/12/2005	3,076,615	4/4/2006	Flint Trading, Inc.
Superbundy	78/757,998	11/21/2005	3,455,380	6/24/2008	Flint Trading, Inc.
Airmark	78/771,035	12/12/2005	3,366,886	1/8/2008	Flint Trading, Inc.
Hottape	78/824,453	2/27/2006	3,480,642	8/5/2008	Flint Trading, Inc.
Flint 2000 EX	78/958,492	8/23/2006	3,376,094	1/29/2008	Flint Trading, Inc.

Title	Serial No.	Filing Date	Registratio n No.	Registratio n Date	Owner
TrafficPatterns	77/699,511	3/26/2009	3,761,909	3/16/2010	Flint
Flametape	85/098,684	8/3/2010	4,046,515	10/25/2011	Trading, Inc. Flint Trading, Inc.
Thermaline	85/098,755	8/3/2010	4,046,516	10/25/2011	Flint Trading, Inc.
Trafficscapes	85/354,045	6/23/2011	4,302,099	3/12/2013	Flint Trading, Inc.
Trafficpatternsxd	85/354,057	6/23/2011	4,302,100	3/12/2013	Flint Trading, Inc.
Trafficpatternslt	85/354,068	6/23/2011	4,302,101	3/12/2013	Flint Trading, Inc.
Duratherm	77/821,810	9/8/2009	3,872,109	11/9/2010	Flint Trading, Inc.
Streetheat	86/253,843	4/16/2014	4,662,561	12/30/2014	Flint Trading, Inc.
Trafficpatternsgf	86/728,960	8/18/2015			Flint Trading, Inc.
DA-DATA AGGREGATOR	86385493	9/4/2014			Eberle Design, Inc
IPACK	85184261	11/24/2010	4115900	3/20/2012	Eberle Design, Inc
DA-100	86385398	9/4/2014	4720134	4/14/2015	Eberle Design, Inc.
SMARTMONITO R	85792129	11/30/2012	4342712	5/28/2013	Eberle Design, Inc.
MONITORKEY	85792162	11/30/2012	4335007	5/14/2013	Eberle Design, Inc.
LEDGUARD	85792213	11/30/2012	4335008	5/14/2013	Eberle Design, Inc.
DEFLECTOMETE R	78370705	2/19/2004	3098970	5/30/2006	Eberle Design, Inc.
ICITE	86385451	9/4/2014			Eberle Design, Inc.
EBERLE GLANCE	86385418	9/4/2014	4720137	4/14/2015	Eberle Design, Inc.
EVER-BRITE	76705930	1/7/2011	4000098	7/26/2011	Ennis Paint, Inc.
ENNIS TRAFFIC SAFETY SOLUTIONS	76979182	4/2/2010	4045613	10/25/2011	Ennis Paint, Inc.

Title	Serial No.	Filing Date	Registratio n No.	Registratio n Date	Owner
RENO A & E & Design	75164678	9/12/1996	2165150	6/16/1998	Reno A&E, LLC
RENO A&E	75164273	9/11/1996	2163273	6/9/1998	Reno A&E, LLC
965	73387146	9/20/1982	1263502	1/10/1984	Ennis Paint, Inc.
STIMSONITE	71639748	12/19/1952	0599989	12/281954	Ennis Paint, Inc.
CATA-QUIK	76698131	6/29/2009	3769633	4/6/2010	Ennis Paint, Inc.

**RECORDED: 05/23/2022**