

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/27/2022	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Telephonics Corporation		
Street Address:	815 Broad Hollow Road		
City:	Farmingdale		
State/Country:	NEW YORK		
Postal Code:	11735		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3765468	WINDTALKER	
Registration Number:	3180157	TRANSITWATCH	
Registration Number:	3023097	THREATSTALKER	
Registration Number:	3218558	TRULINK	
Registration Number:	4913878	NETCOM	
Registration Number:	2557989	TELEPHONICS	
Registration Number:	2992995	NANOCELL	
Registration Number:	2143378	AEROTRAC	
Registration Number:	1862373	TLSI	
Registration Number:	1863076	SKY SEARCH-2000	
Registration Number:	1828812	SURE-COMM	
Registration Number:	0842756	PRD	
Registration Number:	2928529	TLSI SILICON DRIVEN	
Registration Number:	4308299	RAVEN	
Registration Number:	4644778	TLSI SILICON DRIVEN	
Registration Number:	4772317	SKY SEARCH-2000M	
Registration Number:	4832298	SHARC	
Registration Number:	4919329	TRUSTED TECHNOLOGY FOR A TACTICAL ADVANT	
Registration Number:	4919330	TELEPHONICS TRUSTED TECHNOLOGY FOR A TAC	

OP \$690.00 3765468

Property Type	Number	Word Mark
Registration Number:	4994303	SEG INTELLIGENCE APPLIED
Registration Number:	4994304	SEG INTELLIGENCE APPLIED
Registration Number:	4994324	TLSI SILICON DRIVEN
Registration Number:	5186799	MOSAIC
Registration Number:	5299076	SEG INTELLIGENCE APPLIED TELEPHONICS SYS
Registration Number:	5465022	TLSI SILICON DRIVEN TELEPHONICS LARGE SC
Registration Number:	5696707	RAIL-TIME
Registration Number:	5916149	SKYSEARCH

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	06/27/2022

Total Attachments: 6
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 27, 2022

- Assignment
- Security Agreement
- Other Partial Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Telephonics Corporation

Street Address: 815 Broad Hollow Road

City: Farmingdale

State: NY

Country: USA Zip: 11735

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

June 27, 2022
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of June 27, 2022 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as Administrative Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of March 18, 2011, by and among the Agent, the Grantor and certain other parties thereto (as amended by the Amendment to Guarantee and Collateral Agreement, dated as of March 28, 2013, as further amended by the Second Amendment to Guarantee and Collateral Agreement, dated as of June 2, 2017, and as further as amended, amended and restated, or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), the Grantor granted to the Agent, in its capacity as Administrative Agent for the benefit of the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the applicable Grantors executed and delivered for recordal with the United States Patent and Trademark Office (i) a Grant of Security Interest in Trademark Rights, dated as of March 18, 2011 (the “2011 Trademark Security Agreement”), (ii) a Grant of Security Interest in Trademark Rights, dated as of May 16, 2013 (the “2013 Trademark Security Agreement”), (iii) a Grant of Security Interest in Trademark Rights, dated as of March 13, 2019 (the “2019 Trademark Security Agreement”) and (iv) a Grant of Security Interest in Trademark Rights, dated as of January 30, 2020 (the “2020 Trademark Security Agreement”, and together with the 2011 Trademark Security Agreement, the 2013 Trademark Security Agreement and the 2019 Trademark Security Agreement, the “Trademark Security Agreements”);

WHEREAS, (i) the 2011 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 21, 2011 at Reel/Frame 4526/0710, (ii) the 2013 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 10, 2013 at Reel/Frame 5044/0627, (iii) the 2019 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 14, 2019 at Reel/Frame 6591/0393 and (ii) the 2020 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 30, 2020 at Reel/Frame 6850/0732;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Agent and the Prior Agent (as defined in the Notices of Succession of Agency) executed and delivered for recordal with the United States Patent and Trademark Office (i) a Notice of Succession of Agency, dated as of February 22, 2019 (the “First Notice of Succession of Agency”) and (ii) a Notice of Succession of Agency, dated as of February 22, 2019 (the “Second Notice of Succession of Agency”, and together with the First Notice of Succession of Agency, the “Notices of Succession of Agency”);

WHEREAS, (i) the First Notice of Succession of Agency was recorded with the United States Patent and Trademark Office on February 25, 2019 at Reel/Frame 6572/0456 and (ii) the Second Notice of Succession of Agency was recorded with the United States Patent and Trademark Office on February 25, 2019 at Reel/Frame 6572/0516;

WHEREAS, in reliance of the Grantor’s representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Release, dated as of the date hereof, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Guarantee and Collateral Agreement, the Trademark Security Agreements or the Notices of Succession of Agency, as applicable.

2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth in Schedule I attached hereto and all goodwill associated therewith (the "Released Trademark Collateral"), arising under the Guarantee and Collateral Agreement, the Trademark Security Agreements and the Notices of Succession of Agency. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Guarantee and Collateral Agreement, the Trademark Security Agreements or the Notices of Succession of Agency. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Guarantee and Collateral Agreement, the Trademark Security Agreements and the Notices of Succession of Agency with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.


4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., as Agent

By:  _____

Name: Gavin Shak

Title: Assistant Vice President

GRANTOR:

TELEPHONICS CORPORATION

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Reel/ Frame 4526/0710 and Reel/Frame 6572/0516

SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK	STATUS
78720583	3765468	Windtalker	Registered
78723953	3180157	TransitWATCH	Registered
78396244	3023097	ThreatSTALKER	Registered
78348273	3218558	Trulink	Registered
77412295	4913878	Netcom	Registered
76046225	2557989	Telephonics	Registered
76977249	2992995	Nanocell	Registered
75115307	2143378	Aerotrak	Registered
74455321	1862373	TLSI	Registered
74322971	1863076	Sky Search-2000	Registered
74320501	1828812	Sure-Comm	Registered
72236169	0842756	PRD	Registered

Reel/Frame 5044/0627 and Reel/Frame 6572/0456

Trademark	Reg. #	Appl. #	Owner
TLSI SILICON DRIVEN	2,928,529	76537409	Telephonics Corporation
RAVEN	4,308,299	85672745	Telephonics Corporation

Reel/Frame 6591/0393

Trademark	App #	Reg No.	Owner
TLSI Silicon Driven (design)		4644778	Telephonics Corporation
Sky Search-2000M		4772317	Telephonics Corporation
SHARC		4832298	Telephonics Corporation
Trusted Technology for a Tactical Advantage		4919329	Telephonics Corporation
TELEPHONICS TRUSTED TECHNOLOGY FOR A TACTICAL ADVANTAGE A GRIFFON COMPANY		4919330	Telephonics Corporation
SEG Intelligence Applied (words)		4994303	Telephonics Corporation
SEG INTELLIGENCE APPLIED (design)		4994304	Telephonics Corporation
TLSI Silicon Driven (new design)		4994324	Telephonics Corporation
MOSAIC		5186799	Telephonics Corporation
SEG Intelligence Applied Telephonics systems engineering group		5299076	Telephonics Corporation
TLSI Telephonics Large Scale Integration		5465022	Telephonics Corporation
Rail-Time		5696707	Telephonics Corporation

SCHEDULE I

Reel/Frame 6850/0732

Owner [New Name]	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
Telephonics Corporation	SKYSEARCH	88090348 08/23/2018	5916149 11/19/2019
Telephonics Corporation	SKYSEARCH	88090348 08/23/2018	5916149 11/19/2019