## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM748669

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release Of Security Interest In Trademarks Previously Recorded At Reel/Frame (6949/0807)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		06/24/2022	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Clark Equipment Company
Street Address:	250 East Beaton Drive
City:	West Fargo
State/Country:	NORTH DAKOTA
Postal Code:	58078
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 75**

Property Type	Number	Word Mark
Registration Number:	0890034	BOBCAT
Registration Number:	0670566	BOBCAT
Registration Number:	4261549	BOBCAT
Registration Number:	4776980	BOBCAT
Registration Number:	1622185	BOBCAT
Registration Number:	1622595	BOBCAT
Registration Number:	1620865	BOBCAT
Registration Number:	1605240	BOBCAT
Registration Number:	1598690	BOBCAT
Registration Number:	1604367	BOBCAT
Registration Number:	1577764	BOBCAT
Registration Number:	1741160	BOBCAT
Registration Number:	1677100	BOBCAT
Registration Number:	1661108	BOBCAT
Registration Number:	2027135	BOBCAT
Registration Number:	1153505	BOBCAT
Registration Number:	1651245	BOBCAT

TRADEMARK REEL: 007823 FRAME: 0226

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Property Type	Number	Word Mark
Registration Number:	5696415	BOBCAT
Registration Number:	4684661	BOBCAT
Registration Number:	6218477	BOBCAT
Registration Number:	4764615	BOBCAT ADVANTAGE
Registration Number:	4267606	BOBCAT
Registration Number:	5880767	BOB-DOCK
Registration Number:	4028966	BOB-TACH
Registration Number:	5122537	BOB-TACH
Registration Number:	1647210	BUCKET BITE
Registration Number:	4955203	CREATE & CONSERVE
Registration Number:	4030916	MISCELLANEOUS MARK
Registration Number:	4027919	
Registration Number:	4110890	
Registration Number:	4170220	
Registration Number:	4261550	
Registration Number:	4776982	
Registration Number:	1153506	
Registration Number:	1110470	
Registration Number:	1592776	
Registration Number:	1628383	
Registration Number:	1595106	
Registration Number:	1633201	
Registration Number:	1603842	
Registration Number:	1609572	
Registration Number:	1577757	
Registration Number:	1604285	
Registration Number:	1621833	
Registration Number:	1645123	
Registration Number:	1661107	
Registration Number:	2190158	
Registration Number:	4025876	DOMORE
Registration Number:	4833290	EARTHFORCE
Registration Number:	4343023	EARTHFORCE
Registration Number:	4833469	EARTHFORCE
Registration Number:	4828881	EARTHFORCE
Registration Number:	4990512	EARTHFORCE
Registration Number:	5317131	EARTHFORCE
Registration Number:	5476828	EARTHFORCE

Property Type	Number	Word Mark
Registration Number:	2332705	IQ SYSTEM
Registration Number:	4772754	ONE TOUGH ANIMAL
Registration Number:	6059027	POWER BY THE HOUR
Registration Number:	4998574	PRO CLAMP
Registration Number:	2418778	PRO-TEC
Registration Number:	1661934	PROTECTION PLUS
Registration Number:	2622095	VERSAHANDLER
Registration Number:	4337880	WE HAVE AN ATTACHMENT FOR THAT
Registration Number:	1743124	WORKSAVER
Registration Number:	1155327	BOBCAT
Registration Number:	1077261	LAWNAIRE
Registration Number:	0683211	MATAWAY
Registration Number:	1042138	REN-O-THIN
Registration Number:	1077263	RENOVAIRE
Registration Number:	2822807	RYAN
Registration Number:	0878133	RYAN
Registration Number:	2594037	STEINER
Registration Number:	1077262	TRACAIRE
Serial Number:	88636592	BOBCAT
Serial Number:	88636602	

#### CORRESPONDENCE DATA

**Fax Number:** 2023729584

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:** 202-780-2655

Email: katrina.balasko@quarles.com, Kelly.Williams2@quarles.com,

tm-dept@quarles.com

Correspondent Name: Kelly L. Williams at Quarles & Brady LLP

Address Line 1: 1701 Pennsylvania Avenue, NW, Suite 700

Address Line 4: Washington, D.C. 20006-5805

ATTORNEY DOCKET NUMBER:	167326.00542
NAME OF SUBMITTER:	Katrina Balasko
SIGNATURE:	/Katrina Balasko/
DATE SIGNED:	08/15/2022

#### **Total Attachments: 9**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks (this "Release") is granted on this 24th day of June, 2022, by Wilmington Trust, National Association, as Collateral Agent (in such capacity, the "Notes Collateral Agent"), in favor of Clark Equipment Company ("CEC" or the "Grantor") with respect to the Trademark Collateral (as defined below). CEC is a wholly owned subsidiary of Doosan Bobcat Inc. ("Parent").

#### $\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}} :$

WHEREAS, the Grantor and the Notes Collateral Agent are party to that certain Security Agreement, dated as of May 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") entered into pursuant to that certain Indenture, dated as of May 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) by and among CEC, Parent, as guarantor, and Wilmington Trust, National Association, in its capacity as the trustee and Notes Collateral Agent, respectively, pursuant to which CEC issued \$300,000,000 aggregate principal amount of its 5.875% Senior Secured Notes due 2025 (the "Notes") on May 29, 2020 and may have from time to time issued additional Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, on May 29, 2020, the Notes Collateral Agent and the Grantor entered into a Trademark Security Agreement, which was recorded with the U.S. Patent and Trademark Office on June 1, 2020, at Reel/Frame 6949/0807 (the "**Trademark Security Agreement**");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Notes Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Notes Collateral Agent acknowledges that all the outstanding Obligations have been indefeasibly paid in full, and as a result desires to release, terminate and discharge any and all security interests, and any other lien, it has in the Trademark Collateral.

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

1. The Notes Collateral Agent hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges, without recourse, representation or

warranty each security interest in any and all right, title and interest that it may have in, to and under any and all trademarks, trade names, corporate names. company names, business names, fictitious business names, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A hereto, together with the goodwill connected with the use thereof and symbolized thereby, all extensions and renewals thereof, and the right to receive all proceeds therefrom, in each case arising under the Security Agreement and the Trademark Security Agreement (collectively, the "Trademark Collateral"), and any and all other security interests or liens that the Notes Collateral Agent or its predecessors, successors and assigns may have in or to the Trademark Collateral under the Security Agreement or the Trademark Security Agreement.

- 2. The Notes Collateral Agent hereby authorizes that the Commissioner for Trademarks and any other applicable government officer record this Release.
- 3. This Release and the rights and obligations of the parties under this Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- 4. All defined terms not otherwise defined in this Release shall have the meanings set forth in the Security Agreement.
- 5. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the undersigned parties have executed this Release as of the 24th day of June, 2022.

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Notes Collateral Agent

By: Sarah Vilhaur
Name: Sarah Vilhauer

Title: Assistant Vice President

REEL: 007823 FRAME: 0232

## **CLARK EQUIPMENT COMPANY,**

as Grantor

By:

Name: Eric Spilde

Title: Vice President of Finance

REEL: 007823 FRAME: 0233

#### **SCHEDULE A**

#### TO

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

#### UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Registration Date	Registration No.
BOBCAT	April 28, 1970	890034
BOBCAT	December 2, 1958	670566
BOBCAT	December 18, 2012	4261549
BOBCAT	July 21, 2015	4776980
BOBCAT	November 13, 1990	1622185
BOBCAT	November 13, 1990	1622595
BOBCAT	November 6, 1990	1620865
BOBCAT	July 10, 1990	1605240
BOBCAT	May 29, 1990	1598690
BOBCAT	July 3, 1990	1604367
BOBCAT	January 16, 1990	1577764
BOBCAT	December 22, 1992	1741160
BOBCAT	February 25, 1992	1677100
BOBCAT	October 15, 1991	1661108
BOBCAT	December 31, 1996	2027135
BOBCAT	May 5, 1981	1153505
BOBCAT	July 23, 1991	1651245
BOBCAT	March 12, 2019	5696415
BOBCAT	February 10, 2015	4684661
BOBCAT	December 8, 2020	6218477
BOBCAT ADVANTAGE	June 30, 2015	4764615
	January 1, 2013	4267606

[Schedule Ato Termination and Release of Security Interest in Trademarks]

TRADEMARK

REEL: 007823 FRAME: 0234

Mark	Registration Date	Registration No.
BOB-DOCK	October 8, 2019	5880767
BOB-TACH	September 20, 2011	4028966
BOB-TACH	January 17, 2017	5122537
BUCKET BITE	June 11, 1991	1647210
CREATE & CONSERVE	May 10, 2016	4955203
	September 27, 2011	4030916
	September 20, 2011	4027919
	March 13, 2012	4110890
<b>S</b>	July 10, 2012	4170220
**	December 18, 2012	4261550
X	July 21, 2015	4776982
*	May 5, 1981	1153506
X	January 2, 1979	1110470
X	April 24, 1990	1592776

[Schedule Ato Termination and Release of Security Interest in Trademarks]

Mark	Registration Date	Registration No.
**	December 18, 1990	1628383
¥	May 8, 1990	1595106
×	January 29, 1991	1633201
**	June 26, 1990	1603842
*	August 14, 1990	1609572
X	January 16, 1990	1577757
**	July 3, 1990	1604285
¥	November 13, 1990	1621833
*	May 21, 1991	1645123
¥	October 15, 1991	1661107
×	May 11, 2021	6347676
	September 22, 1998	2190158
DOMORE	September 13, 2011	4025876
EARTHFORCE	October 13, 2015	4833290
EARTHFORCE	May 28, 2013	4343023
EARTHFORCE	October 13, 2015	4833469

[Schedule Ato Termination and Release of Security Interest in Trademarks]

Mark	Registration Date	Registration No.
EARTHFORCE	October 6, 2015	4828881
EARTHFORCE	June 28, 2016	4990512
EARTHFORCE	October 24, 2017	5317131
EARTHFORCE	May 22, 2018	5476828
SYSTEM	March 21, 2000	2332705
ONE TOUGH ANIMAL	July 14, 2015	4772754
POWER BY THE HOUR	May 19, 2020	6059027
PRO CLAMP	July 12, 2016	4998574
PRO-TEC	January 9, 2001	2418778
PROTECTION PLUS	October 22, 1991	1661934
VERSAHANDLER	September 17, 2002	2622095
WE HAVE AN ATTACHMENT FOR THAT	May 21, 2013	4337880
WORKSAVER	December 29, 1992	1743124
	December 7, 2021	6579810

Mark	Registration Date	Registration No.
BOB-CAT	<u>26-May-1981</u>	1,155,327
LAWNAIRE	15-Nov-1977	1,077,261
MATAWAY	<u>11-Aug-1959</u>	683,211
REN-O-THIN	<u>29-Jun-1976</u>	1,042,138
RENOVAIRE	<u>15-Nov-1977</u>	1,077,263
RYAN	<u>16-Mar-2004</u>	2,822,807
RYAN and Design	7-Oct-1969	878,133
STEINER	<u>16-Jul- 2002</u>	2,594,037
TRACAIRE	<u>15-Nov-1977</u>	1,077,262

# Trademark Applications

Mark	Application Date	Application No.
BOBCAT	September 30, 2019	88636592
	September 30, 2019	88636602

[Schedule Ato Termination and Release of Security Interest in Trademarks]

RECORDED: 08/15/2022 REEL: 007823 FRAME: 0238