

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759113

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Collateral Agent		09/30/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	AZZ Enclosure Systems - Chattanooga LLC
Street Address:	One Museum Place - Suite 500
Internal Address:	3100 West 7th Street
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76107
Entity Type:	Limited Liability Company: DELAWARE
Name:	AZZ WSI LLC
Street Address:	One Museum Place - Suite 500
Internal Address:	3100 West 7th Street
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76107
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3853277	LECTRUS
Registration Number:	3853290	LECTRUS
Registration Number:	3719884	LECTRUS
Registration Number:	3167619	WSI
Registration Number:	3254791	WSI
Registration Number:	2076968	UNIFUSE
Registration Number:	2076969	UNIFUSE
Serial Number:	97268198	UNIFUSE PLUS
Serial Number:	97268165	UNIFUSE 180 PLUS
Serial Number:	97268169	UNIFUSE 360 PLUS

TRADEMARK

REEL: 007860 FRAME: 0122

900723749

CH \$290.00 3853277

Property Type	Number	Word Mark
Serial Number:	97268161	OPTIFUSE OVERLAY REIMAGINED
CORRESPONDENCE DATA		
Fax Number:	2123108007	
<i>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.</i>		
Phone:	2123108000	
Email:	juan.arias@weil.com	
Correspondent Name:	Evan Nichols	
Address Line 1:	Weil, Gotshal & Manges LLP	
Address Line 2:	767 Fifth Avenue	
Address Line 4:	New York, NEW YORK 10153	
ATTORNEY DOCKET NUMBER:	E. Nichols - 35899.0644	
NAME OF SUBMITTER:	Evan Nichols	
SIGNATURE:	/Evan Nichols/	
DATE SIGNED:	10/04/2022	
Total Attachments: 4		
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Termination”), is dated as of September 30, 2022, and made by Citibank, N.A., as Collateral Agent (the “Collateral Agent”), to AZZ Enclosure Systems – Chattanooga LLC and AZZ WSI LLC (collectively, the “Grantors”).

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of May 13, 2022, made by the Grantors and certain other parties in favor of the Collateral Agent (the “Trademark Security Agreement”), a security interest was granted by the Grantors to the Collateral Agent in the Trademarks (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on May 13, 2022 at Reel/Frame 7720/0718; and

WHEREAS, the Collateral Agent now desires to release the Trademark Collateral (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Collateral Agent hereby states as follows:

1. Definitions.

- a. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or Credit Agreement, as applicable.
 - b. The term “Trademark Collateral” as used herein, shall mean all of the Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs 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, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.
2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges fully its security interest in the Trademark Collateral as set forth on Schedule A

hereto and reassigns to the person or persons legally entitled thereto all right, title and interest of the Collateral Agent in the Trademark Collateral.

3. Recordation. The Collateral Agent hereby authorizes the Grantors, or the Grantors' authorized representative or representatives, as the case may be, to record this Termination with the USPTO and any other applicable governmental office or agency. The Collateral Agent further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Termination. The Collateral Agent further agrees to execute and deliver to the Grantors any and all further documents and instruments, and do any and all further acts which the Grantors (or their agents or designees) reasonably request (at the Grantors' sole cost and expense) in order to confirm this Termination and the Grantors' right, title and interest in, to and under the Trademark Collateral.
4. Delivery. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Termination shall be effective as delivery of an original executed counterpart of this Termination.
5. This Termination and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Michael Foster
Title: Senior Vice President

[Signature Page to Termination and Release of Trademark Security Agreement]

TRADEMARK
REEL: 007860 FRAME: 0126

SCHEDULE A

Trademarks

Grantor	Mark	Jurisdiction	Registration No.	Registration Date
AZZ Enclosure Systems - Chattanooga LLC	LECTRUS	USA	3853277	9/28/2010
AZZ Enclosure Systems - Chattanooga LLC	LECTRUS	USA	3853290	9/28/2010
AZZ Enclosure Systems - Chattanooga LLC	LECTRUS	USA	3719884	12/01/2009
AZZ WSI LLC	WSI	USA	3167619	11/07/2006
AZZ WSI LLC	WSI	USA	3254791	6/26/2007
AZZ WSI LLC	UNIFUSE	USA	2076968	7/8/1997
AZZ WSI LLC	UNIFUSE	USA	2076969	7/8/1997

Trademark Applications

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
AZZ WSI LLC	97/268,198	UNIFUSE PLUS
AZZ WSI LLC	97/268,165	UNIFUSE 180 PLUS
AZZ WSI LLC	97/268,169	UNIFUSE 360 PLUS
AZZ WSI LLC	97/268,161	OPTIFUSE OVERLAY REIMAGINED