# OP \$140.00 29330

ETAS ID: TM766117

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: Partial Release (Reel 7201 / Frame 0454)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		11/04/2022	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	ICP Construction, Inc.		
Street Address:	150 Dascomb Road		
City:	Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01810		
Entity Type:	Corporation: MASSACHUSETTS		

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2933059	PRETTY. TOUGH. PAINT.
Registration Number:	4156953	SCRUBTOUGH
Registration Number:	4107811	SCUFFMASTER
Registration Number:	3821830	LIQUAPEARL
Registration Number:	3869444	PEARL PROTECTOR

#### **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:** 6142803562

**Email:** ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

**Address Line 1:** 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka	
SIGNATURE:	/Doris Ka/
DATE SIGNED:	11/07/2022

**Total Attachments: 5** 

TRADEMARK REEL: 007891 FRAME: 0830

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TRADEMARK REEL: 007891 FRAME: 0831

# PARTIAL RELEASE OF 1ST LIEN SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE OF 1<sup>ST</sup> LIEN SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of November 4, 2022 ("Effective Date") by JPMORGAN CHASE BANK, N.A., as collateral agent ("Grantee"), in favor of ICP Construction, Inc. ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain First Lien Trademark Property Security Agreement by and between, among others Grantor and Grantee dated December 29, 2020 (the "<u>Trademark Security Agreement</u>"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to, among other things, the United States trademark registrations and applications set forth on Schedule A attached hereto (the "<u>Specified Trademarks</u>"), together with the goodwill associated therewith;

**WHEREAS,** the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on February 23, 2021, at Reel 7201 Frame 0454;

WHEREAS, Grantor has sold the Specified Trademarks and pursuant to an officer's certificate dated as of the date hereof delivered to the Grantee (the "Officer's Certificate"), the Grantor has requested that the Grantee release its security interest in the Specified Trademarks.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in reliance on the Officer's Certificate, and without representation or warranty and without recourse to it, Grantee hereby terminates, cancels and releases any and all security interests it has against the Specified Trademarks and any ancillary rights therein or thereto.

This Release is applicable only and solely with respect to the Specified Trademarks and to no other collateral arising under the Security Agreement (as defined by the Trademark Security Agreement) or the Trademark Security Agreement. The Grantee retains all security interests, liens, rights, titles and interests pledged and granted to the Grantee under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Grantee'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.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, 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 Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

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

JPMORGAN CHASE BANK, N.A.,	as Collateral Agent
aleste DU rayu	_
Name: Celeste D'Orazio	_
Title: Authorized Officer	_
ICP Construction, Inc., as Grantor	_
Name:	_
Title:	<u></u>

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

JPMORGAN CHASE BANK, N.A., as Collateral Agent		
Name:	-	
Title:	_	
ICP Construction, Inc., as Grantor		
Day Matter		

Name: Douglas Mattscheck

Title: Chief Executive Officer

# Schedule A to the Trademark Security Agreement

### **United States Trademarks**

**RECORDED: 11/07/2022** 

Trademark	Image	App No.	Reg. No.	Owner Name
PRETTY. TOUGH. PAINT.		78364670	2933059	ICP Construction, Inc.
SCRUBTOUGH		85398077	4156953	ICP Construction, Inc.
SCUFFMASTER		85260293	4107811	ICP Construction, Inc.
LIQUAPEARL		77905525	3821830	ICP Construction, Inc.
PEARL PROTECTOR		77887956	3869444	ICP Construction, Inc.

TRADEMARK REEL: 007891 FRAME: 0835