

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM776919

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900723649

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keybank National Association		10/03/2022	National Banking Association: NEW YORK

RECEIVING PARTY DATA

Name:	Worldwide Electric Corporation LLC
Street Address:	3540 Winton Place
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14623
Entity Type:	Limited Liability Company: DELAWARE
Name:	Louis Allis LLC
Street Address:	645 Lester Doss Road
City:	Warrior
State/Country:	ALABAMA
Postal Code:	35180
Entity Type:	Limited Liability Company: DELAWARE
Name:	Georator LLC
Street Address:	3540 Winton Place
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14623
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4298026	INSTA-MOD
Registration Number:	5656541	WORLD DRIVE
Registration Number:	5345503	WORLD START
Registration Number:	4494965	WORLDWIDE ELECTRIC CORP
Registration Number:	5135589	LOUIS ALLIS
Registration Number:	2479662	LA

Property Type	Number	Word Mark
Registration Number:	5241143	ATHLON

CORRESPONDENCE DATA

Fax Number:

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: 2128598000

Email: teas@friedfrank.com

Correspondent Name: Katelyn James c/o Fried Frank et al

Address Line 1: 1 New York Plaza

Address Line 2: 27th Floor

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	010026-00530
NAME OF SUBMITTER:	Katelyn James
SIGNATURE:	/Katelyn James/
DATE SIGNED:	12/28/2022

Total Attachments: 6

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) is made and effective as of October 3, 2022, and granted by KEYBANK NATIONAL ASSOCIATION, a national banking association with offices at 1700 Bausch & Lomb Place, Rochester, New York 14604 (“KeyBank”), as administrative agent for the Lenders under (and as defined in) the Credit Agreement referenced below, and its successors and assigns (the “Administrative Agent”), in favor of each of WORLDWIDE ELECTRIC CORPORATION LLC, a limited liability company formed under the laws of the State of Delaware (“Worldwide Electric”), LOUIS ALLIS LLC, a limited liability company formed under the laws of the State of Delaware (“Louis Allis”), and GEORATOR LLC, a limited liability company formed under the laws of the State of Delaware (“Georator”, and together with Worldwide Electric and Louis Allis, each, a “Grantor”, and collectively, the “Grantors”).

WHEREAS, in connection with a certain Second Amended and Restated Credit Facility Agreement, dated as of September 27, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, the other Borrowers party thereto, the Lenders and Issuers named therein and the Administrative Agent, (i) the Grantors executed and delivered to the Administrative Agent a certain Amended and Restated Security Agreement, dated as of September 27, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), by and among, inter alios, the Grantors and the Administrative Agent, (ii) Worldwide Electric executed and delivered to the Administrative Agent a certain Amended and Restated Trademark Security Agreement, dated as of September 27, 2021 (the “Worldwide Electric Trademark Security Agreement”), by and between Worldwide Electric and the Administrative Agent, which amended and restated in its entirety a certain Trademark Security Agreement, dated as of June 13, 2018 (the “Original Worldwide Electric Trademark Security Agreement”), by and between Worldwide Electric (as successor by merger to WWE Merger Sub LLC) and KeyBank, (iii) Louis Allis executed and delivered to the Administrative Agent a certain Amended and Restated Trademark Security Agreement, dated as of September 27, 2021 (the “Louis Allis Trademark Security Agreement”), by and between Louis Allis and the Administrative Agent, which amended and restated in its entirety a certain Trademark Security Agreement, dated as of February 28, 2020 (the “Original Louis Allis Trademark Security Agreement”), by and between Louis Allis and KeyBank, and (iv) Georator executed and delivered to the Administrative Agent a certain Trademark Security Agreement, dated as of March 25, 2022 (the “Georator Trademark Security Agreement”, and, together with the Worldwide Electric Trademark Security Agreement, the Original Worldwide Electric Trademark Security Agreement, the Louis Allis Trademark Security Agreement and the Original Louis Allis Trademark Security Agreement, collectively, the “Trademark Security Agreements” and, together with the Security Agreement, collectively, the “Security Agreements”), by and between Georator and the Administrative Agent;

WHEREAS, pursuant to the Security Agreements, each Grantor pledged and granted to the Administrative Agent, for the benefit of the Lenders, a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Original Worldwide Electric Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 15, 2018 at Reel 6402/Frame 0520, with a corrective assignment subsequently filed with the United States Patent and Trademark Office on August 9, 2018 at Reel 6442/Frame 0336;

WHEREAS, the Worldwide Electric Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 4, 2021 at Reel 7442/Frame 0383;

WHEREAS, the Original Louis Allis Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 7, 2020 at Reel 6885/Frame 0033;

WHEREAS, the Louis Allis Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 13, 2021 at Reel 7450/Frame 0413;

WHEREAS, the Georator Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 31, 2022 at Reel 7676/Frame 0455; and

WHEREAS, the Grantors have requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the applicable Grantor of any and all right, title and interest the Administrative Agent and the Lenders may have in the Trademark Collateral pursuant to the Security Agreements;

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

1. **Release of Security Interest**. The Administrative Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreements and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of each Grantor, and reassigns to such Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):

- (a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof;
- (b) all rights of any kind whatsoever of each Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and

future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Governing Law**. The validity, construction, and performance of this Release shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Daniel J. Kennell
Title: Vice President

SCHEDULE A
To the Release of Trademark Security Interest

Registered Trademarks (US)


Grantor: **WORLDWIDE ELECTRIC CORPORATION LLC**
Administrative Agent: **KEYBANK NATIONAL ASSOCIATION**

<u>MARK</u>	<u>GOODS/SERVICES</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
INSTA-MOD	IC 037. US 100 103 106. G & S: Customization of electric motors to order.	4298026	3/5/2013
WORLD DRIVE	IC 009. US 021 023 026 036 038. G & S: Electronic controls for motors	5656541	1/15/2019
WORLD START	IC 007. US 013 019 021 023 031 034 035. G & S: Starters for motors. IC 009. US 021 023 026 036 038. G & S: Electronic controls for motors.	5345503	11/28/2017
WORLDWIDE ELECTRIC CORP 	IC 007. US 013 019 021 023 031 034 035. G & S: motors other than for land vehicles; enclosed drives for industrial machinery; machine parts, namely, bushings, motor mounts, and mounting bases for machines; engines other than for land vehicles; back stops, namely, clutches used on gear drives for motors and engines used in industrial applications; torque arms, namely, stabilizers for gears used in industrial applications; motor starters; gear box, other than for land vehicles; gear motors, not for land vehicles; pressure switches as parts for machines.	4494965	3/11/2014

[Schedule A Continues on Next Page]

Grantor: **LOUIS ALLIS LLC**

Administrative Agent: **KEYBANK NATIONAL ASSOCIATION**

<u>Name</u>	<u>Goods/Services</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
LOUIS ALLIS	IC 007. US 013 019 021 023 031 034 035. G & S: Electric motors for machines; Electric motors for machines with a digital servo drive controller; Engines and motors for the generation of electricity. IC 037. US 100 103 106. G & S: Repair or maintenance of electric motors.	5,135,589	Feb. 7, 2017
	IC 007. US 013 019 021 023 031 034 035. G & S: ELECTRIC MOTORS AND REPLACEMENT PARTS THEREFOR.	2,479,662	Aug. 21, 2001

Grantor: **GEORATOR LLC**

Administrative Agent: **KEYBANK NATIONAL ASSOCIATION**

<u>Name</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
ATHLON	5241143	Jul. 11, 2017