

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM768525

|   |  |                       |                      |
|---|--|-----------------------|----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                               |                       |                      |
| <b>NATURE OF CONVEYANCE:</b>  | Second Lien Release of Intellectual Property |                       |                      |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                      |
| <b>Name</b>   | <b>Formerly</b>                              | <b>Execution Date</b> | <b>Entity Type</b>   |
| ING Bank N.V., London Branch, as Security Agent   |  | 06/29/2017            | Bank: UNITED KINGDOM |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                      |
| <b>Name:</b>  | Element Materials Technology Cincinnati Inc. |                       |                      |
| <b>Street Address:</b>  | 3701 Port Union Road                         |                       |                      |
| <b>City:</b>  | Fairfield                                    |                       |                      |
| <b>State/Country:</b>   | OHIO   |                       |                      |
| <b>Postal Code:</b>   | 45014  |                       |                      |
| <b>Entity Type:</b>   | Corporation: OHIO                            |                       |                      |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                      |
| <b>Property Type</b>  | <b>Number</b>                                | <b>Word Mark</b>      |                      |
| <b>Registration Number:</b>   | 1603138                                      | MAR-TEST              |                      |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                      |
| <b>Fax Number:</b>  | 2024083141                                   |                       |                      |
| <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> |  |                       |                      |
| <b>Phone:</b>   | 2024083141                                   |                       |                      |
| <b>Email:</b>   | jean.paterson@cscglobal.com                  |                       |                      |
| <b>Correspondent Name:</b>  | CSC  |                       |                      |
| <b>Address Line 1:</b>  | 1090 Vermont Avenue, NW                      |                       |                      |
| <b>Address Line 4:</b>  | Washington, D.C. 20005                       |                       |                      |
| <b>NAME OF SUBMITTER:</b>   | Jean Paterson                                |                       |                      |
| <b>SIGNATURE:</b>   | /jep/  |                       |                      |
| <b>DATE SIGNED:</b>   | 11/17/2022                                   |                       |                      |
| <b>Total Attachments: 4</b>   |  |                       |                      |
| source=11-17-2022 2nd Element_Materials_Technology_Cincinnati_US_Trademark#page1.tif  |  |                       |                      |
| source=11-17-2022 2nd Element_Materials_Technology_Cincinnati_US_Trademark#page2.tif  |  |                       |                      |
| source=11-17-2022 2nd Element_Materials_Technology_Cincinnati_US_Trademark#page3.tif  |  |                       |                      |
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CH \$40.00 1603138

**TERMINATION AND RELEASE OF SECURITY INTERESTS IN  
INTELLECTUAL PROPERTY**

WHEREAS Element Materials Technology Cincinnati Inc., an Ohio corporation (the "**Grantor**"), entered into that certain amended and restated second lien pledge and security agreement dated June 29, 2017 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**") with ING Bank N.V., London Branch, as security agent (the "**Security Agent**");

WHEREAS, the Grantor granted the Security Agent, under the terms of the Security Agreement, a continuing security interest (the "**Security Interest**") in favor of the Security Agent, in and to certain of Grantor's intellectual property, including the intellectual property and such intellectual property applications listed in Schedule A hereto;

WHEREAS, pursuant to the Security Agreement, the Grantor executed a Security Agreement Supplement for Intellectual Property dated June 29, 2017 (as amended, supplemented or otherwise modified from time to time, the "**Intellectual Property Supplement**");

WHEREAS, the Intellectual Property Supplement was recorded with the United States Patent and Trademark Office on June 29, 2017; and

WHEREAS, the Security Agent has agreed to terminate and release its security interest in all such intellectual property as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Security Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby (i) absolutely, unconditionally and irrevocably releases, terminates, cancels and forever discharges all liens and the Security Interest, waives and relinquishes all its rights, powers, privileges and remedies with respect to Grantor and its successors and assigns in association with the Security Interest, including those intellectual property and such intellectual property applications set forth herein on Schedule A, in each case arising under the Security Agreement or the Intellectual Property Supplement (collectively, the "**Intellectual Property**") and any and all other security interests or liens that the Security Agent or its predecessors, successors, assigns and transferees may have in or to the Intellectual Property under the Security Agreement or the Intellectual Property Supplement, and (ii) absolutely, unconditionally and irrevocably terminates the Intellectual Property Supplement and hereby releases Grantor and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest. The Security Agent authorizes and requests the Director of Patents and Trademarks of the United States of America to record this Termination and Release of Security Interest in Intellectual Property and agrees to execute and deliver such further instruments and take or cause to be taken such other or further action as the Grantor may reasonably request, at Grantor's sole cost and expense, in order to perfect, confirm or evidence such release. This Termination and Release shall be governed by and construed in accordance with the law of the State of New York. This Termination and Release shall be binding upon the Security Agent's representatives, successors, assigns and transferees.

*[Signature Page Follows]*



ING BANK N.V., LONDON BRANCH, as  
Security Agent

By: 

Name:

Title:

Chris Henthorne & Maureen Greene - Authorised Signatories

**SCHEDULE A**

Intellectual Property and Intellectual Property Applications

| <b>Registered owner/Grantor</b>   | <b>Trademark</b> | <b>Registration No. &amp; Registration Date</b> | <b>Status</b> | <b>Country</b> |
|---|------------------|---|---------------|----------------|
| Mar-Test, Inc., n/k/a<br>Element Materials<br>Technology Cincinnati<br>Inc. | Mar-Test         | 1603138<br>19-Jun-1990                          | Registered    | U.S. Federal   |