

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Release of Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ING Bank N.V., London Branch, as Security Agent		06/29/2017	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Herculean US Holdings Inc.		
Street Address:	3701 Port Union Road		
City:	Fairfield		
State/Country:	OHIO		
Postal Code:	45014		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4751594	ACCUTEK TESTING LABORATORY	
Registration Number:	4443395	DELSEN	
Registration Number:	4555698	E	
Registration Number:	4269214	E ELEMENT MATERIALS TECHNOLOGY	
Registration Number:	4379695	ELEMENT	
Registration Number:	4201924	ELEMENT	
Registration Number:	2857622	E	
Registration Number:	1996684		
Registration Number:	756387		
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		

CH \$240.00 4751594

SIGNATURE:	/jep/
DATE SIGNED:	11/17/2022
Total Attachments: 3 source=11-17-2022 1st Herculean_US_Holdings_Inc_US_Trademark#page1.tif source=11-17-2022 1st Herculean_US_Holdings_Inc_US_Trademark#page2.tif source=11-17-2022 1st Herculean_US_Holdings_Inc_US_Trademark#page3.tif	

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

WHEREAS Herculean US Holdings Inc., a Delaware corporation (the "**Grantor**"), entered into that certain amended and restated first 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

Registered owner/Grantor	Trademark	Registration No.	Status	Country
Herculean US Holdings Inc.	ACCUTEK TESTING LABORATORY	4751594	Registered	U.S. Federal
Herculean US Holdings Inc.	Delsen	4443395	Registered	U.S. Federal
Herculean US Holdings Inc.	E Design	4555698	Registered	U.S. Federal
Herculean US Holdings Inc.	E Element Materials Technology	4269214	Registered	U.S. Federal
Herculean US Holdings Inc.	Element	4379695	Registered	U.S. Federal
Herculean US Holdings Inc.	Element	4201924	Registered	U.S. Federal
Herculean US Holdings Inc.	E (Stylized)	2857622	Registered	U.S. Federal
Herculean US Holdings Inc.	ENVIRON	2857622	Registered	U.S. Federal
Herculean US Holdings Inc.	Miscellaneous Design	1996684	Registered	U.S. Federal
Herculean US Holdings Inc.	Miscellaneous Design	756387	Registered	U.S. Federal