

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (7104/0729)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BSP Agency, LLC, as Agent		12/08/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Prototek Sheetmetal Fabrication, LLC		
Street Address:	205 Pine Street		
City:	Hopkinton		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03229		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3805169	PROTOTEK	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	jmull@stblaw.com		
Correspondent Name:	Courtney Welshimer		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	004196/0006		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	12/09/2022		
Total Attachments: 3			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of December 8, 2022 in favor of Prototek Sheetmetal Fabrication, LLC, a New Hampshire limited liability company (“Grantor”), by BSP Agency, LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, “Agent”).

WHEREAS, pursuant to (i) the Pledge and Security Agreement, dated as of October 20, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Loan Parties party thereto and the Agent and (ii) that certain Trademark Security Agreement dated as of October 20, 2020 between the Grantor and the Agent (the “Trademark Security Agreement”; capitalized terms not defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement or the Security Agreement, as applicable), as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, Grantor pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title or interest in, to or under the IP Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, each Trademark registration and Trademark application described on Schedule A, if any; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 20, 2020 at Reel 7104, Frame 0729; and

WHEREAS, Agent wishes to terminate, cancel and release all liens and security interests it has in and to the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates, cancels, releases and conveys all liens and security interests it has in and to the IP Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, each Trademark registration and Trademark application described on Schedule A, if any, and any right, title or interest of the Agent in the IP Collateral shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in the IP Collateral, Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor. The Agent hereby terminates and cancels the Trademark Security Agreement.

Agent shall 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.

This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

* * * * *

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

BSP AGENCY, LLC

By: 
Name: Mike Frick
Title: Authorized Signatory

SCHEDULE A

Trademark registrations/Trademark applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Prototek Sheetmetal Fabrication, LLC	United States	Prototek	3,805,169	06/22/2010