

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RGA REINSURANCE COMPANY		12/30/2022	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	PRIME ENGINEERING INCORPORATED		
Street Address:	3715 Northside Parkway		
Internal Address:	Building 300, Suite 200		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30327		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6115923	PRIME ENGINEERING	
Registration Number:	2611442	PRIME ENGINEERING INCORPORATED	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	068560-0003		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	12/30/2022		
Total Attachments: 4			
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TERMINATION AND RELEASE OF NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS

This TERMINATION AND RELEASE OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (“Termination and Release”), dated as of December 30, 2022, is made by RGA REINSURANCE COMPANY, as administrative agent for the holders of the Obligations (in such capacity, the “Administrative Agent”) in favor of PRIME ENGINEERING INCORPORATED, a Georgia corporation, as obligor (the “Obligor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below) and the Security Interest in Trademarks Notice (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Security and Pledge Agreement, dated as of May 3, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), the Obligor executed that certain Notice of Grant of Security Interest in Trademarks (the “Security Interest in Trademarks Notice”) in favor of the Administrative Agent, which was recorded in the United States Patent and Trademark Office on May 3, 2021 at Reel 7277, Frame 0835 against the Trademarks, pursuant to which the Obligor granted a security interest to the Administrative Agent in Trademarks, including those Trademarks listed on Schedule A hereto and made a part hereof.

WHEREAS, the Obligor has satisfied in full its Obligations under the Security Agreement and the Security Interest in Trademarks Notice and requests a release of the security interest in the Trademarks granted thereunder; and

WHEREAS, the Administrative Agent now desires to terminate the Security Interest in Trademarks Notice and terminate and release its security interest in the Trademarks, including those Trademarks listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to the Obligor, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Administrative Agent hereby irrevocably terminates the Security Interest in Trademarks Notice and irrevocably discharges, terminates and releases its Lien on and security interest in all of each Obligor’s right, title and interest in and to the Trademarks together with the goodwill symbolized therein, including those Trademarks set forth on Schedule A.

2. The Administrative Agent hereby assigns, grants and conveys to the Obligor without any representation, warranty, recourse or undertaking by the Administrative Agent, any and all of Administrative Agent’s right, title, and interest in and to the Trademarks, including those Trademarks set forth on Schedule A.

3. The Administrative Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the

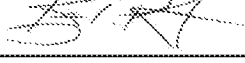
Administrative Agent's security interest contemplated hereby.

4. The Administrative Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

[signature page follows]

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

RG REINSURANCE COMPANY,
as Administrative Agent

By:  _____

Name: Kevin Prunty

Its: Senior Managing Director, Head of
Private Debt & Equity Investments

SCHEDULE A
TO
TERMINATION AND RELEASE OF
NOTICE OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
NOT

Trademarks

Obligor	Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Status
PRIME ENGINEERING INCORPORATED	PRIME ENGINEERING	88289856	February 5, 2019	6115923	August 4, 2020	Registered
PRIME ENGINEERING INCORPORATED	PRIME ENGINEERING INCORPORATED	76030528	April 20, 2000	2611442	August 27, 2002	Registered