

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in TMs recorded at R/F 7597/0891		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bain Capital Credit, LP		02/14/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	No-Fade Coatings, Inc.		
Street Address:	1360 Shiloh Church Road		
City:	Piedmont		
State/Country:	SOUTH CAROLINA		
Postal Code:	29673		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2282946	ALLEGRO	
Registration Number:	1704762	ALLEGRO NOMICS	
Registration Number:	1704765	FLEXRIST	
Registration Number:	1704764	FLEXBAK	
Registration Number:	1888355	DUAL-FLEX	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312.862.3135		
Email:	barbara.siepka@kirkland.com		
Correspondent Name:	Barbara M. Siepka		
Address Line 1:	300 North LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	18490-19		
NAME OF SUBMITTER:	Barbara M. Siepka		
SIGNATURE:	/Barbara M. Siepka/		

CH \$140.00 2282946

DATE SIGNED:

02/16/2023

Total Attachments: 8

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**TERMINATION AND RELEASE OF
SECOND LIEN SECURITY INTEREST IN TRADEMARKS**

February 14, 2023

THIS TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of February 14, 2023, by Bain Capital Credit, in its capacity as administrative agent under the Second Lien Credit Agreement (as defined below) (the “Administrative Agent”), in favor of WALTER SURFACE TECHNOLOGIES INC., a corporation incorporated under the laws of Canada (successor by amalgamation to 10945048 Canada Inc.) (“Walter”), DRILLCO, INC., a Louisiana corporation (“DrillCo”), and NO-FADE COATINGS, INC., a California corporation (“No-Fade”, and together with Walter and DrillCo, collectively, the “Grantors”, and individually, a “Grantor”).

WHEREAS, the Grantors and the Administrative Agent entered into that certain Second Lien Credit Agreement dated as of September 20, 2018 (including all exhibits and schedules thereto, and as the same may be amended, amended and restated, modified and/or supplemented from time to time, the “Credit Agreement”), by and among 10945048 Canada Inc., a corporation incorporated under the laws of Canada (“Lead Borrower”), WST USA Holdco Inc., a Delaware corporation (“U.S. Borrower”), the other Persons party thereto that are designated as a “Credit Party”, Bain Capital Credit, LP (in its individual capacity, “Bain”), as Administrative Agent for the several financial institutions from time to time party thereto (collectively, the “Lenders” and individually each, a “Lender”), and such Lenders;

WHEREAS, in connection with the Credit Agreement, the Grantors, and certain other entities identified as grantors on the signature pages thereto are party to, executed and delivered that certain Second Lien Guaranty and Security Agreement, dated as of September 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers to which the Grantors executed and delivered (i) that certain Second Lien Trademark Security Agreement, dated as of September 20, 2018, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office (the “USPTO”) at Reel 6441, Frame 0781 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Trademark Security Agreement No. 1”), (ii) that certain Second Lien Trademark Security Agreement, dated as of February 19, 2021, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office (the “USPTO”) at Reel 7198, Frame 0172 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Trademark Security Agreement No. 2”) and (iii) that certain Second Lien Trademark Security Agreement, dated as of January 31, 2022, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office (the “USPTO”) at Reel 7597, Frame 0891 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Trademark Security Agreement No. 3”, collectively, the “Second Lien Trademark Security Agreements”, and individually, a “Second Lien Trademark Security Agreement”);

WHEREAS, pursuant to the Second Lien Security Agreement and the Second Lien Trademark Security Agreements, each Grantor (collectively, “Releasees”), granted to Bain Capital Credit, as the Administrative Agent for the benefit of the Secured Parties (“Releasor”), a second lien security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, to secure the prompt and complete payment of the Secured Obligations, and

WHEREAS, pursuant to that certain Second Lien Release Letter, dated as of February 14, 2022,

entered into by the Administrative Agent, Lead Borrower, U.S. Borrower, Holdings and Guarantors listed on the signature pages thereto, the Administrative Agent acknowledged the automatic and irrevocable repayment, termination, release and discharge of the Secured Obligations of the Grantors in full, and accordingly each Releasee has requested and Releasor has agreed to provide a document suitable for recording in the USPTO evidencing and effecting the automatic satisfaction, release, relinquishment, termination and discharge of all of its right, title and interest (including its security interest) in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, the Second Lien Security Agreement or the Second Lien Trademark Security Agreements, as applicable.

2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, hereby (i) fully terminates, releases, relinquishes and discharges all of its second lien security interest in the Trademark Collateral, (ii) transfers and assigns to the applicable Grantor any and all right, title and interest that the Administrative Agent may have in, to and under the Trademark Collateral, (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its second lien security interests in the Trademark Collateral and effect the release of such rights to each Grantor and (iv) authorizes and requests that the USPTO note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Credit Agreement, the Second Lien Security Agreement and each Second Lien Trademark Security Agreement with respect to the Trademark Collateral.

3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

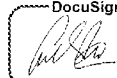
4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

Bain Capital Credit,
as the Administrative Agent

DocuSigned by:



By: _____

Name: Andrew S. Viens

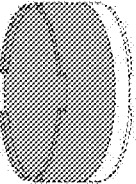
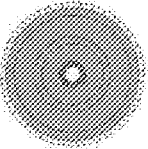
Title: Duly Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Country/Region</u>	<u>Filing Date & No. & Reg. Date & No.</u>
Walter Surface Technologies, Inc.	WALTER SURFACE TECHNOLOGIES	USA	26/09/2017 87/623314
Walter Surface Technologies, Inc.	CHAIN GANG	USA	09/09/1991 74/201,981 30/06/1992 1697312
Walter Surface Technologies, Inc.	CHOPCUT II	USA	13/10/1987 689,362 20/02/1990 1583320
Walter Surface Technologies, Inc.	COMFORT MAX	USA	1/12/2016 87/254134
Walter Surface Technologies, Inc.	ENDURO-FLEX	USA	08/06/1996 75/121,807 07/04/1998 2148633
Walter Surface Technologies, Inc.	FLEXCUT	USA	15/04/1992 74/266,045 12/10/1993 1797531
Walter Surface Technologies, Inc.	FLEXSTEEL	USA	4/10/2016 87/192742

Walter Surface Technologies, Inc.	FOOD ZONE	USA	27/08/2012 85/713837 26/08/2014 4591006
Walter Surface Technologies, Inc.	ONLY THE BEST	USA	12/05/2015 86/626929 13/10/1987 689,363 07/03/1989 1527800
Walter Surface Technologies, Inc.	PORTACUT	USA	13/10/1987 689,354 04/04/1989 1532670
Walter Surface Technologies, Inc.	RIP CUT	USA	15/11/1995 75/017,723 22/07/1997 2080753
Walter Surface Technologies, Inc.	SLAP SHOT	USA	21/04/2010 85019580 02/04/2013 4311272
Walter Surface Technologies, Inc.		USA	22/09/2014 86402202 19/05/2015 4738645
Walter Surface Technologies, Inc.	XCAVATOR	USA	4/09/2012 85/719710 21/10/2014 4623166
Walter Surface Technologies, Inc.	ZIP ONE	USA	

<p>Walter Surface Technologies, Inc.</p>	 <p>The color(s) orange is/are claimed as a feature of the mark. The mark consists of the color orange applied to the whole of the visible surface of a container for the goods except the lid. The dotted outline of the container in the drawing is intended to show the position of the mark on the goods and is not a part of the mark.</p>	<p>USA</p>	<p>06/07/2007 77/223,194 17/06/2008 3451565 (Supplemental Register)</p>
<p>Walter Surface Technologies, Inc.</p>	 <p>The color(s) orange is/are claimed as a feature of the mark. The mark consists of the color orange as applied to the entire convex topside of an abrasive disc used for grinding and finishing metals. The dotted outline of the goods in the drawing is intended to</p>	<p>USA</p>	<p>11/04/2012 85/595189 18/02/2014 4483330 (Principal Register)</p>

	show the position of the mark and is not part of the mark.		
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REGISTERED TRADEMARKS of DRILLCO, INC.

1. NITRO (4461176; January 7, 2014)
2. NITRO-MAX (4878699; December 29, 2015)

TRADEMARK APPLICATIONS of DRILLCO, INC.

1. AMERICAN BURR COMPANY (90080062; July 29, 2020)
2. DRILLCO (90356763; December 3, 2020)

GRANTOR	TRADEMARK NAME	REGISTRATION NO.	RENEWAL DATE
No-Fade Coatings, Inc.	ALLEGRO	US Reg. No. 2282946	Oct. 5, 2029
No-Fade Coatings, Inc.	ALLEGRO NOMICS	US Reg. No. 1704762	Aug. 4, 2032
No-Fade Coatings, Inc.	FLEXRIST	US Reg. No. 1704765	Aug. 4, 2022
No-Fade Coatings, Inc.	FLEXBAK	US Reg. No. 1704764	Aug. 4, 2022
No-Fade Coatings, Inc.	DUAL-FLEX	US Reg. No. 1888355	Apr. 11, 2025
No-Fade Coatings, Inc.	ALLEGRO	China Reg. No. 6271347	May 6, 2030
No-Fade Coatings, Inc.	ALLEGRO	UK Reg. No. 906162424	August 2, 2027
No-Fade Coatings, Inc.	ALLEGRO	EUTM Reg. No. 006162424	August 2, 2027
No-Fade Coatings, Inc.	ALLEGRO	Australia Reg. No. 923258	August 13, 2022
No-Fade Coatings, Inc.	ALLEGRO	Australia Reg. No. 923260	August 13, 2022
No-Fade Coatings, Inc.	ALLEGRO	New Zealand Reg. No. 662562	August 15, 2029
No-Fade Coatings, Inc.	ALLEGRO	New Zealand Reg. No. 662563	August 15, 2029
No-Fade Coatings, Inc.	ALLEGRO	China Reg. No 6271348	Mar. 27, 2030

