

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799593

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	7

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA, as collateral agent		03/31/2023	Chartered Bank: CANADA

RECEIVING PARTY DATA

Name:	MW INDUSTRIES, INC.
Street Address:	3426 Toringdon Way, Suite 100
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28277
Entity Type:	Corporation: DELAWARE
Name:	PRECISION MANUFACTURING GROUP, LLC
Street Address:	3426 Toringdon Way, Suite 100
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28277
Entity Type:	Limited Liability Company: NEW JERSEY
Name:	MATTHEW WARREN, INC.
Street Address:	3426 Toringdon Way, Suite 100
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28277
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3324656	ASM
Registration Number:	3567346	BELLOWSTECH
Registration Number:	4921280	BELLOWSTECH A SERVOMETER COMPANY
Registration Number:	4137734	CSC
Registration Number:	2374972	CSC CENTURY SPRING
Registration Number:	4925290	

Property Type	Number	Word Mark
Registration Number:	4764989	EMPOWERING INNOVATION. ENGINEERING VALUE
Registration Number:	4610905	EMPOWERING INNOVATION. ENGINEERING VALUE
Registration Number:	4757799	S'WICHES
Registration Number:	4287921	GAME CHANGER
Registration Number:	750090	HELI-CAL
Registration Number:	4401537	HELI-CAL MACHINED SPRING
Registration Number:	5034373	H HELICAL PRODUCTS COMPANY
Registration Number:	4255289	
Registration Number:	2413701	HYPERCO
Registration Number:	4137735	
Registration Number:	3211194	HYPERCOILS
Registration Number:	2824818	HYPERCOILS
Registration Number:	2243424	INTERCONNECTRIC
Registration Number:	3255646	MAUDLIN PRODUCTS
Registration Number:	2479015	MW INDUSTRIES INC.
Registration Number:	2505962	MW INDUSTRIES, INC
Registration Number:	4137736	RAF
Registration Number:	1534977	S
Registration Number:	1512138	S
Registration Number:	4826109	S
Registration Number:	1453944	SERVOFLEX
Registration Number:	1513179	SERVOMETER
Registration Number:	1507507	SERVOMETER
Registration Number:	2458349	SERVOMETER
Registration Number:	2577054	SERVOMETER
Registration Number:	2302537	SERVOMETRIC
Registration Number:	1454895	SERVO-TORQUE
Registration Number:	2965236	UFM
Serial Number:	86571619	FLEXNICKEL
Serial Number:	87434666	RAPID RESPONSE

CORRESPONDENCE DATA

Fax Number: 2125305219

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.

Phone: 212-530-5878

Email: dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4:	New York, NEW YORK 10001-2163
ATTORNEY DOCKET NUMBER:	22946.03500
NAME OF SUBMITTER:	John Garces, Esq.
SIGNATURE:	/John Garces/
DATE SIGNED:	03/31/2023
Total Attachments: 5 source=42.A. MWI - Release of Second Lien Trademark Security Agreement [Closing Date TSA]#page1.tif source=42.A. MWI - Release of Second Lien Trademark Security Agreement [Closing Date TSA]#page2.tif source=42.A. MWI - Release of Second Lien Trademark Security Agreement [Closing Date TSA]#page3.tif source=42.A. MWI - Release of Second Lien Trademark Security Agreement [Closing Date TSA]#page4.tif source=42.A. MWI - Release of Second Lien Trademark Security Agreement [Closing Date TSA]#page5.tif	

Release of Second Lien Trademark Security Agreement

This Release of Second Lien Trademark Security Agreement, dated as of March 31, 2023 (the “Release”), is made by **ROYAL BANK OF CANADA**, as collateral agent (in such capacity, the “Agent”) in favor of **MW INDUSTRIES, INC.**, a Delaware corporation, **PRECISION MANUFACTURING GROUP, LLC**, a New Jersey limited liability company and **MATTHEW WARREN, INC.**, a Delaware corporation (each a “Grantor” and, collectively, the “Grantors”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement (each, as defined below), as applicable.

WHEREAS, in connection with that certain Second Lien Credit Agreement, dated as of September 29, 2017 (as amended by the First Amendment to Second Lien Credit Agreement, dated as of April 20, 2018 and the Second Amendment to Second Lien Credit Agreement, dated as of December 4, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and between Helix Acquisition Holdings, Inc., ASP MWI Intermediate Holdings, Inc., certain Subsidiaries party thereto from time to time, the Lenders party thereto and the Agent, the Grantor entered into (i) that certain Second Lien Security Agreement, dated as of September 29, 2017 (as supplemented by the Second Lien Security Agreement Supplement, dated as of April 12, 2018, the Second Lien Security Agreement Supplement, dated as of April 20, 2018, and the Second Lien Security Agreement Supplement, dated as of August 1, 2018, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) that certain related Second Lien Trademark Security Agreement, dated as of September 29, 2017 in favor of Agent (as amended, restated, or modified from time to time, the “Trademark Security Agreement”); pursuant to which the Grantors granted to Agent, for the benefit of the Secured Parties, a continuing security interest in the Collateral of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral, including those Trademarks listed on Schedule I hereto and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on **September 30, 2017** at Reel **6166** Frame **0446**;

WHEREAS, the Grantors desire Agent to release, discharge, terminate and cancel its lien on and security interest in the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule I hereto; and

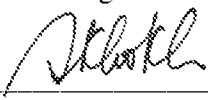
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties to the Trademark Security Agreement:

1. Agent, on behalf of the Secured Parties, does hereby release, discharge, terminate and cancel any and all of its right, title and interest in and to the Trademark Collateral and assigns, transfers and conveys to Grantors any and all of its rights, title and interests in the Trademark Collateral, as applicable.
2. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.
3. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, in each case at the expense of the Grantors.

4. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]







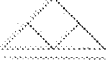



ROYAL BANK OF CANADA,
as Collateral Agent

By:  _____

Name: Susan Khokher
Title: Manager, Agency

Schedule I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
MW Industries, Inc.	3324656	
Precision Manufacturing Group, LLC	3567346	BELLOWSTECH
Precision Manufacturing Group, LLC	4921280	
MW Industries, Inc.	4137734	
MW Industries, Inc.	2374972	
Precision Manufacturing Group, LLC	4925290	
MW Industries, Inc.	4754989	EMPOWERING INNOVATION. ENGINEERING VALUE.
MW Industries, Inc.	4610905	EMPOWERING INNOVATION. ENGINEERING VALUE.
MW Industries, Inc.	4757799	ENGINEERED SPRING PRODUCTS
MW Industries, Inc.	4287921	GAME CHANGER
Matthew Warren, Inc.	750090	HELL-CAL
Matthew Warren, Inc.	4401537	HELL-CAL MACHINED SPRING
MW Industries, Inc.	5034373	
Matthew Warren, Inc.	4255289	
MW Industries, Inc.	2413701	
MW Industries, Inc.	4137735	
MW Industries, Inc.	3211194	HYPERCOILS
MW Industries, Inc.	2824018	
Precision Manufacturing Group, LLC	2243424	INTERCONNECTRIC

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Matthew Warren, Inc.	3255646	
MW Industries, Inc.	2479015	
MW Industries, Inc.	2503982	MW INDUSTRIES, INC.
MW Industries, Inc.	4137736	
Precision Manufacturing Group, LLC	1534977	
Precision Manufacturing Group, LLC	1532138	
Precision Manufacturing Group, LLC	4826109	
Precision Manufacturing Group, LLC	1453944	SERVO-FLEX
Precision Manufacturing Group, LLC	1513179	SERVOMETER
Precision Manufacturing Group, LLC	1507507	SERVOMETER
Precision Manufacturing Group, LLC	2458349	SERVOMETER
Precision Manufacturing Group, LLC	2577054	SERVOMETER
Precision Manufacturing Group, LLC	2302537	SERVOMETRIC
Precision Manufacturing Group, LLC	1454895	SERVO-TORQUE
Matthew Warren, Inc.	2965236	UFM

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Precision Manufacturing Group, LLC	86/571,619	FLEXNICKEL
MW Industries, Inc.	87/434,666	RAPID RESPONSE