

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	10

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:	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: 41

Property Type	Number	Word Mark
Registration Number:	3691317	AMERIFLEX, INC.
Registration Number:	3691316	AMERIFLEX, INC.
Registration Number:	4286537	CROWN
Registration Number:	4313605	NINETY-ONE
Registration Number:	3567346	BELLOWSTECH
Registration Number:	4921280	BELLOWSTECH A SERVOMETER COMPANY
Registration Number:	4925290	
Registration Number:	4754799	ENGINEERED SPRING PRODUCTS
Registration Number:	2243424	INTERCONNECTRIC
Registration Number:	1534977	S
Registration Number:	1512138	S
Registration Number:	4826109	S

TRADEMARK

REEL: 008029 FRAME: 0413

900762504

CH \$1040.00 3691317

Property Type	Number	Word Mark
Registration Number:	1453944	SERVOFLEX
Registration Number:	1513179	SERVOMETER
Registration Number:	1507507	SERVOMETER
Registration Number:	2458349	SERVOMETER
Registration Number:	2577054	SERVOMETER
Registration Number:	1454895	SERVO-TORQUE
Registration Number:	2775483	MAROX
Registration Number:	5330101	FLEXNICKEL
Registration Number:	5825578	HELI-CAL MACHINED SPRING
Registration Number:	5628938	BEL-LOK
Serial Number:	97015814	PARAGON MEDICAL
Serial Number:	97015843	PARAGON MEDICAL
Serial Number:	97015865	PARAGON MEDICAL
Serial Number:	97015890	PARAGON MEDICAL
Serial Number:	97015908	PARAGON MEDICAL
Serial Number:	97015920	PARAGON MEDICAL
Serial Number:	97015935	PARAGON MEDICAL
Serial Number:	97015962	PARAGON MEDICAL
Serial Number:	97015981	PARAGON MEDICAL
Serial Number:	97000615	
Serial Number:	97000742	
Serial Number:	97000803	
Serial Number:	97000811	
Serial Number:	97000820	
Serial Number:	97000830	
Serial Number:	97000842	PARAGON MEDICAL
Serial Number:	97000854	PARAGON MEDICAL
Serial Number:	97000861	PARAGON MEDICAL
Serial Number:	90860804	PARAGON MEDICAL

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: 4

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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, 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 December 10, 2021 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 each Grantor 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 **December 14, 2021** at Reel **7529** Frame **0280**;

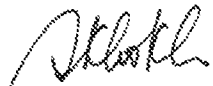
WHEREAS, the Grantors desire Agent to release, discharge, terminate and cancel its lien on and security interest in the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule I hereto; and

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]





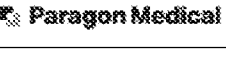
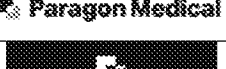









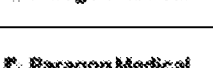
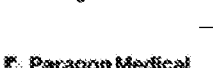
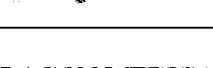
ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Susan Khokher
Title: Manager, Agency

Schedule I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Matthew Warren, Inc.	3691317	AMERIFLEX, INC.
Matthew Warren, Inc.	3691316	Ameriflex, Inc.
Matthew Warren, Inc.	4286537	Crown
Matthew Warren, Inc.	4313605	Ninety-One
MW Industries, Inc.	3567346	BELLOWSTECH
MW Industries, Inc.	4921280	 BellowsTech <small>A Servometer Company</small>
MW Industries, Inc.	4925290	
MW Industries, Inc.	4754799	ENGINEERED SPRING PRODUCTS
MW Industries, Inc.	2243424	INTERCONNECTRIC
MW Industries, Inc.	1534977	
MW Industries, Inc.	1512138	
MW Industries, Inc.	4826109	
MW Industries, Inc.	1453944	SERVO-FLEX
MW Industries, Inc.	1513179	SERVOMETER
MW Industries, Inc.	1507507	SERVOMETER
MW Industries, Inc.	2458349	SERVOMETER
MW Industries, Inc.	2577054	SERVOMETER
MW Industries, Inc.	1454895	SERVO-TORQUE
Matthew Warren, Inc.	2775483	MAROX
Matthew Warren, Inc.	5330101	FLEXNICKEL
Matthew Warren, Inc.	5825578	HELI-CAL MACHINED SPRING
Matthew Warren, Inc.	5628938	BEL-LOK

APPLICANT	APPLICATION NO.	TRADEMARK
MW Industries, Inc.	97015814 (USE)	
MW Industries, Inc.	97015843 (USE)	
MW Industries, Inc.	97015865 (USE)	
MW Industries, Inc.	97015890 (USE)	
MW Industries, Inc.	97015908 (USE)	
MW Industries, Inc.	97015920 (USE)	
MW Industries, Inc.	97015935 (USE)	
MW Industries, Inc.	97015962 (USE)	
MW Industries, Inc.	97015981 (USE)	
MW Industries, Inc.	97000615 (USE)	
MW Industries, Inc.	97000742 (USE)	
MW Industries, Inc.	97000803 (USE)	
MW Industries, Inc.	97000811 (USE)	
MW Industries, Inc.	97000820 (USE)	
MW Industries, Inc.	97000830 (USE)	
MW Industries, Inc.	97000842 (USE)	
MW Industries, Inc.	97000854 (USE)	
MW Industries, Inc.	97000861 (USE)	
MW Industries, Inc.	90860804 (USE)	PARAGON MEDICAL