

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC		02/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE HORSBURGH & SCOTT CO.		
Street Address:	5114 Hamilton Avenue		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4376601	HORSBURGH & SCOTT	
Registration Number:	4715984	GEAR UP	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165668243		
Email:	mae.smith@thompsonhine.com		
Correspondent Name:	Mae Smith, Paralegal		
Address Line 1:	127 Public Square, 3900 Key Center		
Address Line 2:	Thompson Hine LLP		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Mae Smith		
SIGNATURE:	/Mae Smith/		
DATE SIGNED:	04/03/2023		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (this “Release”) is dated as of February 15, 2023, with reference to (i) that certain Trademark Security Agreement, dated as of July 2, 2020 (the “Trademark Security Agreement”), by and among **THE HORSBURGH & SCOTT CO.**, a Delaware corporation (“Borrower” or “Grantor”), and **GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC**, as administrative agent for the Lenders under the below defined Loan Agreement (in such capacity, together with its successors and assigns, if any, in such capacity, “Agent”) and (ii) that certain Loan Agreement, dated as of July 2, 2020 (and as amended, supplemented, restated or otherwise modified prior to the date hereof, the “Loan Agreement”), the lenders from time to time party thereto (each of such lenders, together with its successors and permitted assigns, a “Lender”), **H&S HOLDCO, INC.**, a Delaware corporation, **BG HOLDINGS, INC.**, a Delaware corporation, **PRES, INC.**, a Delaware corporation, **BG PARENT HOLDINGS, INC.**, a Delaware corporation, **HORSBURGH & SCOTT- CANADA LTD.**, a New Brunswick corporation (each individually a “Guarantor” and collectively, jointly and severally, the “Guarantors”) and Borrower. Capitalized terms used but not otherwise defined in this Release have the meanings set forth for such terms in the Trademark Security Agreement.

WHEREAS, it was a condition precedent to the Lenders making any loans or otherwise extending credit to the Borrower under the Loan Agreement that the Grantor execute and deliver to Agent the Trademark Security Agreement;

WHEREAS, the Grantor has executed and delivered to Agent, for the benefit of the Lenders, the Trademark Security Agreement, pursuant to which the Grantor has granted to Agent a security interest in, all right, title, or interest in the Trademark Collateral (as defined therein), including, without limitation, the Trademarks listed on Schedule I attached hereto to secure the payment and performance of the Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 2, 2020 at Reel/Frame No.: 6989/0679 and granted a security interest in the Trademark Collateral (such term, as used herein, as defined in the Trademark Security Agreement) including the Trademarks listed on Schedule I attached hereto;

WHEREAS, Agent desires to release and terminate its security interest in the Trademark Collateral including the Trademarks identified on Schedule I attached hereto;

WHEREAS, the Grantor desires to record this instrument to evidence termination of the security interest in the Trademark Collateral.

NOW, THEREFORE, Agent hereby terminates, releases, and discharges fully, the security interest in and lien on the Trademark Collateral (including, without limitation, the Trademarks listed on Schedule I attached hereto) as granted pursuant to the Trademark Security Agreement and any rights Agent may have in the Trademark Collateral are hereby reconveyed, transferred, and assigned to the recorded owner, as applicable, without recourse, representation or warranty of any kind, and any right, title or interest of Agent in the Trademark Collateral shall hereby cease and become void. Agent hereby transfers, re-conveys and re-assigns to the recorded owner, as applicable, any and all right, title and interest in and to the Trademark Collateral as

granted pursuant to the Trademark Security Agreement, together with the goodwill of the business symbolized by and associated with the Trademark Collateral, including all common law rights and trademark registrations for the Trademark Collateral, all rights to income, royalties, and license fees deriving from the Trademark Collateral, all claims for damages by reason of past, present and future infringements of the Trademark Collateral and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted.

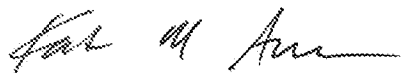
Effective immediately as of the date hereof, Agent hereby authorizes the Grantor or its designees to file, or cause to be filed this Release with the United States Patent and Trademark Office.

Agent hereby agrees, at the sole expense of the Grantors, to take such further actions and to execute such further documents as the Grantors may reasonably request to effect and evidence this Release, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to release its interests in the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

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

**GREAT ROCK CAPITAL PARTNERS
MANAGEMENT, LLC, as Agent**

By: 

Name: Kathleen M. Auda

Title: Chief Risk Officer

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 008030 FRAME: 0149**

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Loan Party	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
The Horsburgh & Scott Co.	“HORSBURGH & SCOTT”	N/A	4,376,601	February 22, 2013	July 30, 2013
The Horsburgh & Scott Co.	“Gear Up”	N/A	4,715,984	August 25, 2014	April 7, 2015