

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KCAP Management, LLC		05/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Tex-Tech Coatings, LLC		
Street Address:	1350 Bridgeport Dr.		
City:	Kernersville		
State/Country:	NORTH CAROLINA		
Postal Code:	27284		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5370982	HIFLEX	
Registration Number:	5403174	HIFLEX ADVANTAGE	
Registration Number:	5403175	HIFLEX STRETCH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/ mp		
DATE SIGNED:	05/16/2023		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of May 12, 2023, by KCAP MANAGEMENT, LLC, in its capacity as Administrative Agent and Collateral Agent (in such capacities, the “Administrative Agent”), in favor of Tex-Tech Coatings, LLC (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (defined below).

WHEREAS, the Grantor is a party to that certain Trademark Security Agreement, dated as of April 30, 2019 in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Administrative Agent a lien on and security interest in all right, title and interest of the Grantor in, to and under the Intellectual Property;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6653, Frame 0058 on April 30, 2019;

WHEREAS, the Grantor has requested that the Administrative Agent terminate, release and discharge fully its lien on and security interest in all right, title and interest of the Grantor in, to and under the Intellectual Property, including each trademark and trademark application listed on the attached Schedule A hereto, and execute a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its lien on and security interests in the Intellectual Property as herein provided.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without representation or warranty of any kind, hereby releases, relinquishes and discharges, with respect to the Grantor, all of its lien on and security interest in and to all of the Grantor’s right, title, and interest in, to and under the Intellectual Property, and re-assigns to the Grantor any and all right, title or interest it may have in such Intellectual Property.

The Administrative Agent hereby authorizes the Grantor, or the Grantor’s authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Administrative Agent agrees to execute and deliver to the Grantor other instruments and other documents as may be necessary to release the lien on and security interest in the Intellectual Property which had been granted under the Trademark Security Agreement.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

KCAP MANAGEMENT, LLC,
as Administrative Agent

By:  _____

Name: Dayl Pearson

Title: Authorized Signatory


[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 008073 FRAME: 0628

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Release of Trademark Security Agreement recorded April 30, 2019 at Reel/Frame 6633/0058

<u>Mark</u> <u>Name</u> or	<u>Grantor</u>	<u>Filing</u> <u>Date</u>	<u>Serial</u> <u>Number</u>	<u>Registration</u> <u>Number</u>	<u>Registration</u> <u>Date</u>
	Tex-Tech Coatings, LLC	<u>7/13/2016</u>	<u>87/102185</u>	5370982	01/02/2018
<u>HiFlex Advantage</u>	Tex-Tech Coatings, LLC	<u>2/20/2017</u>	<u>87/341940</u>	5403174	02/13/2018
<u>HiFlex Stretch</u>	Tex-Tech Coatings, LLC	<u>2/20/2017</u>	<u>87/341944</u>	5403175	02/13/2018