# TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM815712

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: RESUBMISSION

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

PRESUBMIT DOCUMENT ID: 900771861

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Apogem Capital LLC	FORMERLY MADISON CAPITAL FUNDING LLC, AS AGENT	05/09/2023	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	PREVENTIVE MAINTENANCE MEDICAL, INC.		
Street Address:	301 Harcourt Road		
City:	Mount Vernon		
State/Country:	OHIO		
Postal Code:	43050		
Entity Type:	Corporation: OHIO		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	90512736	CHAMBERSHINE

#### CORRESPONDENCE DATA

**Fax Number:** 2127159100

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:** 2127157776

Email: KLTrademark@KRAMERLEVIN.com

Correspondent Name: Ari Cohen c/o Kramer Levin Naftalis & Fr

Address Line 1: 1177 Avenue of the Americas Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 072875-00004

NAME OF SUBMITTER: Ari Cohen

SIGNATURE: /Ari Cohen/

DATE SIGNED: 06/07/2023

**Total Attachments: 5** source=Notice#page1.tif source=CoverSheet#page1.tif

TRADEMARK REEL: 008093 FRAME: 0711

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TRADEMARK REEL: 008093 FRAME: 0712

# TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT

THIS TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT is made as of May 9, 2023, by APOGEM CAPITAL LLC (as successor by appointment to Madison Capital Funding LLC) ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Preventive Maintenance Medical, Inc., an Ohio corporation ("<u>Grantor</u>") and Secured Party were parties to that certain Trademark Security Agreement dated as of November 16, 2021 (the "<u>Security Agreement</u>") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 17, 2021, at Reel 7497, Frame 0296;

WHEREAS, an Omnibus Agency Transfer and Sub-Agent Appointment Agreement was entered by and between Madison Capital Funding LLC, as retiring agent, and Apogem Capital LLC, as successor agent;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.
  - 3. Secured Party hereby terminates and cancels the Security Agreement.

[Signature Page Follows]

TRADEMARK REEL: 008093 FRAME: 0713 IN WITNESS WHEREOF, Secured Party has caused this Trademark Security Agreement Release and Reassignment to be executed as of the day and year first above written.

APOGEM CAPITAL LLC

By: Curtis Krumreich

Title: Director

# SCHEDULE 1

Mark	Application No.	Application Date
CHAMBERSHINE	90512736	2/5/2021

**RECORDED: 05/10/2023** 

TRADEMARK
REEL: 008093 FRAME: 0715