

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APOGEM CAPITAL LLC, as Agent		06/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VEKTEK LLC		
Street Address:	1334 E 6th Avenue		
City:	Emporia		
State/Country:	KANSAS		
Postal Code:	66801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1453950	VEKTORFLO	
Registration Number:	1453949	VEKTOR FLO V	
Registration Number:	1454898	V VEKTEK	
Registration Number:	1454897		
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<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:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Carole Dobbins		
SIGNATURE:	/Carole Dobbins/		
DATE SIGNED:	06/30/2023		
Total Attachments: 4			
source=Apogem - VekTek - Termination and Release of Trademark Security Agreement (executed)#page1.tif			
source=Apogem - VekTek - Termination and Release of Trademark Security Agreement (executed)#page2.tif			

CH \$115.00 1453950

source=Apogem - VekTek - Termination and Release of Trademark Security Agreement (executed)#page3.tif
source=Apogem - VekTek - Termination and Release of Trademark Security Agreement (executed)#page4.tif

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Termination and Release") made as of the 30th day of June 2023, by APOGEM CAPITAL LLC, in its capacity as Agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Agent") in favor of VEKTEK LLC, a Delaware limited liability company ("Grantor"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement and the Loan Documents.

WITNESSETH:

WHEREAS, pursuant to that certain (A) Credit Agreement, dated as of May 6, 2022 (as amended, the "Credit Agreement") among Grantor, the other Loan Parties signatory thereto, the financial institutions from time to time party thereto as Lenders, and Agent; (B) Security Agreement dated as of May 6, 2022 (as amended, the "Security Agreement") by the Grantor and the other Debtors party thereto in favor of the Agent; and (C) Trademark Security Agreement, dated as of May 6, 2022, by the Grantor in favor of the Agent (the "Trademark Security Agreement"), the Grantor granted to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired, (i) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I attached hereto; (ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (x) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (y) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (z) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office (the "USPTO") at Reel 7713, Frame 0963 on May 6, 2022;

WHEREAS, Grantor's obligations under the Credit Agreement and the Loan Documents, and any related agreement, have been satisfied in full; and

WHEREAS, Agent agrees to terminate and release its security interest in the Trademark Collateral specified below and to file this Termination and Release with respect to such release of its security interest as herein provided.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Agent does hereby unconditionally, irrevocably and absolutely, without recourse to or representation or warranty of any kind, (i) assign to Grantor all of Agent's right, title and interest, if any, in and to the Trademark Collateral and (ii) terminate, cancel, release and forever discharge all of Agent's right, title and interest granted pursuant to the Trademark Security Agreement in the Trademark Collateral, including, but not limited to, all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the Trademarks listed on Schedule I attached hereto.

2. The Agent hereby agrees, at the expense of the Grantor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by the Grantor to effectuate, record or evidence the release of the Agent's security interest in the Trademark Collateral.

3. The Agent authorizes the Grantor to request that the USPTO record this Termination and Release against the Trademark Collateral.

4. The Agent represents and warrants that it has the full power and authority to execute this Termination and Release.

5. This Termination and Release shall be governed by the law of the State of New York.

[no further text on this page; signatures follow]




IN WITNESS WHEREOF, Agent, for the benefit of the Lenders, has caused this Termination and Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

APOGEM CAPITAL LLC,
as Agent

DocuSigned by:
Tim Day
By: _____
Name: Tim Day
Title: Vice President

SCHEDULE I

Registrations:

TRADEMARK	SERIAL NO.	DATE FILED	REGISTRATION NO.	REGISTRATION DATE
VEKTORFLO	73/641,125	January 27, 1987	1,453,950	August 25, 1987
	73/641,122	January 27, 1987	1,453,949	August 25, 1987
	73/641,121	January 27, 1987	1,454,898	September 1, 1987
	73/641,120	January 27, 1987	1,454,897	September 1, 1987