

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial 2nd Lien Release (Reel 7902 / Frame 0577)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		06/30/2023	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Compressor Controls LLC		
Street Address:	4725 121st Street		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50323		
Entity Type:	Limited Liability Company: IOWA		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	1396559	AIR MISER	
Registration Number:	3444722	CCC	
Registration Number:	6503879	CCC INSIDE	
Registration Number:	6740291	CCC PRO BUILT	
Registration Number:	1221255		
Registration Number:	2506175	GUARDIAN	
Registration Number:	4128753	PRODIGY	
Registration Number:	4607281	RAPIDSTATE	
Registration Number:	1943620	RECYCLE TRIP	
Registration Number:	1398133	RECYCLE TRIP	
Registration Number:	2576636	RELIANT	
Registration Number:	1398132	SAFETY ON	
Registration Number:	2665301	SURELINK	
Registration Number:	1947736	TOTAL TRAIN CONTROL	
Registration Number:	2975918	TOTAL TRAIN CONTROL	
Registration Number:	1981381	TTC TOTAL TRAIN CONTROL	
Registration Number:	2500290	TRAINTOOLS	
Registration Number:	2279008	TRAINVIEW	
Registration Number:	2740296	TRAINWARE	

CH \$690.00 1396559

Property Type	Number	Word Mark
Registration Number:	1929948	TTC
Registration Number:	5345820	UCG
Registration Number:	5630904	UNITED CONTROLS GROUP
Registration Number:	2735607	VANGUARD
Registration Number:	3022051	VANGUARD
Registration Number:	2765643	VANTAGE
Registration Number:	3382758	VIBRANT
Registration Number:	5715858	WE DELIVER WHAT THEY PROMISED

CORRESPONDENCE DATA

Fax Number: 8662271809

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: 800-927-9801 x62348

Email: pagodoa@gmail.com

Correspondent Name: CSC Global

Address Line 1: 1090 Vermont Avenue, NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 893 (CSC1 ref#-1230590)

NAME OF SUBMITTER: Penelope J.A. Agodoa

SIGNATURE: /pja/

DATE SIGNED: 07/04/2023

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of June 30, 2023 (the “Effective Date”), is made by Royal Bank of Canada, having a principal place of business at 155 Wellington Street West, 8th Floor, Toronto, Ontario, Canada, in its capacity as administrative agent and collateral agent (the “Agent”), in favor of Compressor Controls LLC (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement, dated as of November 22, 2022, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain Pledged Trademarks (as hereinafter defined);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks, dated as November 22, 2022 (the “Trademark Security Agreement”), to the Trademark Division of the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 28, 2022 at Reel/Frame 007902/0577;

WHEREAS, in reliance of the Grantor’s representations and warranties concerning the transactions referenced in that certain Officer’s Certificate, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Security Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Pledged Trademarks. The term “Pledged Trademarks,” as used herein, shall mean all of the Grantor’s right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant or enforcement of a security interest in such intent to use application would invalidate or otherwise jeopardize Grantor’s rights therein or in the resulting registration), and any renewals thereof, including each registration and application identified in Schedule I attached hereto, and including (a) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all other rights corresponding thereto and all other rights of any kind whatsoever of such

Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

3. Release of Specified Collateral. The Agent hereby releases, discharges, terminates and cancels all of its security interest in and to the Pledged Trademarks, and any right, title or interest of the Agent in such Pledged Trademarks shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Pledged Trademarks under the Security Agreement or Trademark Security Agreement, the Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

4. Limitation. This Termination and Release is applicable only and solely with respect to the Pledged Trademarks and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Termination and Release.

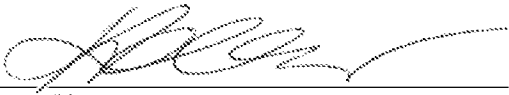
5. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

6. Governing Law. This Termination and Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.


[Signature Pages Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

ROYAL BANK OF CANADA, as Agent

By: 
Name: **Heiena Sadowski**
Title: **Manager, Agency**

COMPRESSOR CONTROLS LLC, as
Grantor

By 
Name: Neuman Leverett
Title: Vice President and Secretary

[Signature Page to Partial Trademark Release (Second Lien)]

TRADEMARK
REEL: 008123 FRAME: 0016

SCHEDULE I

Trademark Registrations and Applications

<u>Mark</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
AIR MISER	United States of America	Compressor Controls LLC	1396559	Jul 29, 1985	June 10, 1986
CCC & DESIGN	United States of America	Compressor Controls LLC	3444722	Oct 8, 2007	June 10, 2008
CCC INSIDE	United States of America	Compressor Controls LLC	6503879	Aug 20, 2020	Sep 28, 2021
CCC PRO BUILT	United States of America	Compressor Controls LLC	6740291	Aug 20, 2020	May 24, 2022
COMPRESSOR CONTROLS CORPORATION LOGO	United States of America	Compressor Controls LLC	1221255	Sep 16, 1981	Dec 21, 1982
GUARDIAN	United States of America	Compressor Controls LLC	2506175	Aug 30, 2000	Nov 13, 2001
PRODIGY	United States of America	Compressor Controls LLC	4128753	Aug 19, 2011	Apr 17, 2012
RAPIDSTATE	United States of America	Compressor Controls LLC	4607281	Nov 10, 2013	Sep 16, 2014
RECYCLE TRIP	United States of America	Compressor Controls LLC	1943620	June 24, 1994	Dec 26, 1995
RECYCLE TRIP	United States of America	Compressor Controls LLC	1398133	Apr 1, 1986	June 17, 1986
RELIANT	United States of America	Compressor Controls LLC	2576636	Apr 28, 2000	June 4, 2002
SAFETY ON	United States of America	Compressor Controls LLC	1398132	Mar 31, 1986	June 17, 1986
SURELINK	United States of America	Compressor Controls LLC	2665301	Sep 20, 2000	Dec 24, 2002
TOTAL TRAIN CONTROL	United States of America	Compressor Controls LLC	1947736	Jan 14, 1995	Jan 9, 1996

<u>Mark</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
TOTAL TRAIN CONTROL	United States of America	Compressor Controls LLC	2975918	Mar 1, 2004	Jul 26, 2005
TOTAL TRAIN CONTROL AND DESIGN	United States of America	Compressor Controls LLC	1981381	Aug 26, 1993	June 18, 1996
TRAINTOOLS	United States of America	Compressor Controls LLC	2500290	Oct 24, 2000	Oct 23, 2001
TRAINVIEW	United States of America	Compressor Controls LLC	2279008	Mar 24, 1998	Sep 21, 1999
TRAINWARE	United States of America	Compressor Controls LLC	2740296	Nov 1, 2002	Jul 22, 2003
TTC	United States of America	Compressor Controls LLC	1929948	Nov 14, 1994	Oct 24, 1995
UCG	United States of America	Compressor Controls LLC	5345820	May 2, 2017	Nov 28, 2017
UNITED CONTROLS GROUP	United States of America	Compressor Controls LLC	5630904	Dec 22, 2017	Dec 18, 2018
VANGUARD	United States of America	Compressor Controls LLC	2735607	May 2, 2001	Jul 8, 2003
VANGUARD	United States of America	Compressor Controls LLC	3022051	Apr 28, 2004	Nov 29, 2005
VANTAGE	United States of America	Compressor Controls LLC	2765643	Aug 23, 2001	Sep 16, 2003
VIBRANT	United States of America	Compressor Controls LLC	3382758	Sep 20, 2004	Feb 12, 2008
WE DELIVER WHAT THEY PROMISED	United States of America	Compressor Controls LLC	5715858	Feb 24, 2016	Apr 2, 2019

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RECORDED: 07/04/2023

TRADEMARK
REEL: 008123 FRAME: 0018