

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT R/F 6929/0142

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sound Point Agency LLC		07/19/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Testing Machines, Inc.
Street Address:	40 McCullough Drive
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	Corporation: DELAWARE
Name:	Illinois Instruments Inc.
Street Address:	40 McCullough Drive
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	Corporation: ILLINOIS
Name:	CMC-Kuhnke, Inc.
Street Address:	40 McCullough Drive
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2666563	O2XYDOT
Registration Number:	2663246	OXYSENSE
Registration Number:	3750530	OXYSENTRY
Registration Number:	4364445	PETROSENSE
Registration Number:	2641188	VISUAL ASSEMBLY
Registration Number:	2241147	RACE

Property Type	Number	Word Mark
Registration Number:	2241148	TURBOPURGE
Registration Number:	4912077	SEAMSCAN
Registration Number:	4410597	SEAMVIEW

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312.862.3135

Email: barbara.siepka@kirkland.com

Correspondent Name: Barbara M. Siepka

Address Line 1: 300 North LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22024-863
NAME OF SUBMITTER:	Barbara M. Siepka
SIGNATURE:	/Barbara M. Siepka/
DATE SIGNED:	07/20/2023

Total Attachments: 3
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RELEASE OF TRADEMARK SECURITY AGREEMENT

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of October 31, 2018 by Industrial Physics, Inc. (formerly known as Testing Machines, Inc.), Illinois Instruments Inc. and Industrial Physics Beverage & Canning, Inc. (as successor by merger to CMC-Kuhnke, Inc.) (collectively, the “Grantors”) in favor of Sound Point Agency LLC (as successor in interest to CVC Credit Partners U.S. Direct Lending Fund II (RN) L.P. and CVC Credit Partners, LLC) (the “Agent”), recorded with the United States Patent and Trademark Office on November 1, 2018 at Reel 6472, Frame 0255, (the “Trademark Security Agreement”, which was previously assigned pursuant to that certain Assignment of Security Interest in Trademarks Under Trademark Security Agreements, dated as of May 1, 2020 and recorded with the United States Patent and Trademark Office on May 4, 2020 at Reel 6929, Frame 0142 and pursuant to that certain Assignment of Security Interest in Trademarks Under Trademark Security Agreement, dated as of September 7, 2021 and recorded with the United States Patent and Trademark Office on September 16, 2021 at Reel 7423, Frame 0644), the Grantor granted a Lien on and security interest to the Agent in certain Trademark Collateral; and

WHEREAS, the Grantors have requested, and the Agent wishes to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its security interest in the Trademark Collateral, including the Trademarks set forth on Schedule 1.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
2. Release of Security Interest. Agent, without representation, warranty or recourse, hereby releases, relinquishes, terminates, cancels and discharges its continuing Lien on and security interest in the Trademark Collateral, including without limitation, its continuing security interest in the Trademark Collateral and hereby terminates the Trademark Security Agreement.
3. Further Assurances. Agent further agrees to execute and deliver to the Grantors any and all further documents or instruments and do any and all further acts which the Grantors (or the Grantors’ agents or designees) reasonably request in order to confirm this release and the Grantors’ right, title and interest in and to the Trademark Collateral.

[Signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release of Trademark Security Agreement to be duly executed as of the date first written above.

SOUND POINT AGENCY LLC, as Agent

By: David Rous

Name: David Rous

Title: Authorized Signatory

Schedule 1
Trademark Registrations

Grantor	Mark	Filing Date	Registration No./ Registration Date
Testing Machines, Inc.	O2XYDOT	78/075948 26-Jul-2001	2666563 24-Dec-2002
Testing Machines, Inc.	OXYSENSE	78/067421 05-Jun-2001	2663246 17-Dec-2002
Testing Machines, Inc.	OXYSENTRY	77/587882 07-OCT-2008	3750530 16-Feb-2010
Testing Machines, Inc.	PETROSENSE	85/779303 14-Nov-2012	4364445 09-Jul-2013
Testing Machines, Inc.	VISUAL ASSEMBLY	75/861628 01-Dec-1999	2641188 22-Oct-2002
Illinois Instruments Inc.	RACE	75/285645 02-May-1997	2241147 20-Apr-1999
Illinois Instruments Inc.	TURBOPURGE	75/285646 02-May-1997	2241148 20-Apr-1999
CMC-Kuhnke, Inc.	SEAMSCAN	86/464175 25-Nov-2014	4912077 08-Mar-2016
CMC-Kuhnke, Inc.	SEAMVIEW	85/851702 15-Feb-2013	4410597 01-Oct-2013