

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bixby Bridge Fund III, LLC		07/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WT Products, LLC		
Street Address:	11400 WEST COUNTY ROAD 30		
City:	MIDLAND		
State/Country:	TEXAS		
Postal Code:	79707		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5506745	FUNKLOK	
Registration Number:	6220759	TITUS	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	2026725300		
Email:	ncampos@foley.com		
Correspondent Name:	Nissa Campos		
Address Line 1:	3000 K Street, N.W.		
Address Line 2:	Suite 600		
Address Line 4:	Washington, D.C. 20007-5399		
ATTORNEY DOCKET NUMBER:	120802-0101		
NAME OF SUBMITTER:	Nissa Campos		
SIGNATURE:	/Nissa Campos/		
DATE SIGNED:	07/31/2023		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of July 31, 2023 by Bixby Bridge Fund III, LLC, in its capacity as Administrative Agent under (and as defined in) the Credit Agreement referred to below (the “Agent”) for the benefit of WT Products, LLC, a Texas limited liability company (the “Grantor”) and the other Lenders as defined in the Credit Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement (as defined below) or the Trademark Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Grantor and the Agent are parties to that certain (i) Loan and Security Agreement, dated as of March 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); and (ii) Trademark Security Agreement, dated as of March 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Grantor has granted to the Agent for the benefit of itself and the other Lenders a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks and licenses set forth on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 24, 2021 at Reel 7321 and Frame 0355;

WHEREAS, Grantor has requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral, including, without limitation, the trademarks and licenses set forth on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Trademark Security Agreement to the Trademark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) and licenses set forth on Schedule I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Agent in such Trademark Collateral shall hereby terminate, cease and become void. The Agent hereby assigns, transfers and conveys any and all right, title or interest of the Agent in the Trademark Collateral to the Grantor.

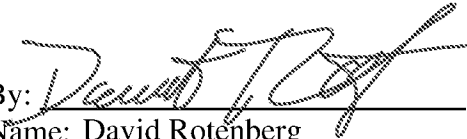
2. The Agent, on behalf of itself and the Lenders, does hereby terminate and cancel the Trademark Security Agreement.

3. 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.

[Signature pages follow]

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

BIXBY BRIDGE FUND III, LLC,
as Administrative Agent

By: 
Name: David Rotenberg
Title: Authorized Agent

SCHEDULE I

TRADEMARKS:

	Serial/Reg. No.	Registration Date	Mark	Country	Current Owner
1.	5,506,745	2018-07-03	FUNKLOK	US	WT Products, LLC

LICENSES:

Mark	Country	Owner	Goods	Reg. No.
TITUS	US	Titus Group, Inc.	IC 006: Metal pipe couplings and joints; Pipe coupling of metal; Building materials, namely, metal pipes, metal expansion joints for piping and ducting, metal pipe nipples, and metal pipe couplings; Metal pipe fittings; Metal valves not being parts of machines. IC 035: Supply chain management services; Business management consultancy in the field of supply chain management; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services; Business management consultation in the field of transportation logistics; Business management in the field of transport and delivery; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Business consulting services relating to product distribution, operations management services, logistics, reverse logistics, supply chain, and production systems and distribution solutions.	6,220,759