# OP \$65.00 2771100

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM836089

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks filed April 30, 2021 at Reel/Frame 7275/0949

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA		08/31/2023	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Tru Tech Systems, Inc.
Street Address:	26 Whipple Street
City:	Nashua
State/Country:	NEW HAMPSHIRE
Postal Code:	03060
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2771100	TRU TECH SYSTEMS
Registration Number:	1644297	EZ-SURF

### CORRESPONDENCE DATA

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

**Address Line 1:** 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	08/31/2023

### **Total Attachments: 6**

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### RELEASE OF SECURITY INTEREST IN SPECIFIED INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN SPECIFIED INTELLECTUAL PROPERTY (this "Release"), dated as of August 31, 2023 (the "Effective Date"), is made by Goldman Sachs Bank USA, in its capacities as Administrative Agent and Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of April 28, 2021, 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 collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a First Lien Intellectual Property Security Agreement, dated as of April 28, 2021 (the "Intellectual Property Security Agreement"), for recordal with the United States Patent and Trademark Office and the United States Copyright Office;

WHEREAS, the Intellectual Property Security Agreement was recorded with (x) the United States Patent and Trademark Office on April 30, 2021 at Reel/Frame 7275/0949 and Reel/Frame 56104/0703 and (y) the United States Copyright Office, recordation pending;

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, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or Intellectual Property Security Agreement, as applicable.
- 2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the copyright registrations and applications set forth in Schedule A attached hereto (the "Released Copyright Collateral") and the trademark registrations and applications set forth in Schedule A attached hereto (the "Released Trademark Collateral"), arising under the Security Agreement and the Intellectual Property Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Copyright Collateral and the Released Trademark Collateral under the Intellectual Property Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, reconveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Copyright Collateral and the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Intellectual Property 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 Intellectual Property 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 Release.

- 4. <u>Further Assurances</u>. 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), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This 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:

GOLDMAN SACHS BANK USA, acting in its capacity as collateral agent for the Secured Parties

By: V Name: Luke Qiu

Title: Authorized Signatory

**REEL: 008184 FRAME: 0330** 

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

GOLDMAN SACHS BANK USA, acting in its capacity as collateral agent for the Secured Parties

TRU TECH SYSTEMS, INC., as Grantor

Name: Todd Trapp

Title: Chief Financial Officer

REEL: 008184 FRAME: 0331

# Schedule A List of Released IP

# **TRADEMARKS** REEL/FRAME 7275/0949

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
TRU TECH SYSTEMS	76/420078	6/13/02	2,771,100	10/7/03	Tru Tech Systems, Inc.
EZ-SURF	74/064518	5/31/90	1,644,297	5/14/91	Tru Tech Systems, Inc.

## **COPYRIGHTS**RECORDATION PENDING

Title	Reg. No.	Reg. Date	Owner
3 axis machine software.	TX0006267839	10/26/05	Tru Tech Systems, Inc.
4 axis machine software.	TX0006254245	10/26/05	Tru Tech Systems, Inc.
EZ surf machine software.	TX0006257580	10/26/05	Tru Tech Systems, Inc.
Inspect machine software.	TX0006254244	10/26/05	Tru Tech Systems, Inc.
OD grinder software.	TX0006256558	10/26/05	Tru Tech Systems, Inc.
True delta pick and place software.	TX0004802740	6/22/98	Tru Tech Systems

**RECORDED: 08/31/2023**