

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		09/01/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Carlisle Brake & Friction, Inc.		
Street Address:	920 Lake Rd		
City:	Medina		
State/Country:	OHIO		
Postal Code:	44256		
Entity Type:	Corporation: OHIO		
Name:	Power Packer North America, Inc.		
Street Address:	516 Hillcrest Dr		
City:	Westfield		
State/Country:	WISCONSIN		
Postal Code:	53964		
Entity Type:	Corporation: DELAWARE		
Name:	Maxima Technologies & Systems, LLC		
Street Address:	N19 W242200 Riverwood Drive		
Internal Address:	Suite 300		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53188		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Weasler Engineering, Inc.		
Street Address:	7801 US-45		
City:	West Bend		
State/Country:	WISCONSIN		
Postal Code:	53090		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 20			

CH \$515.00 6109494

Property Type	Number	Word Mark
Registration Number:	6109494	CF2000
Registration Number:	4186221	HAWK
Registration Number:	4625264	HAWK BRAKE
Registration Number:	2331451	
Registration Number:	2418088	HAWK PERFORMANCE
Registration Number:	6190187	TALON
Registration Number:	0817739	POWER-PACKER
Registration Number:	1791381	DATCON
Registration Number:	4894694	ALCOSCREEN
Registration Number:	3020224	STEWART WARNER
Registration Number:	3045228	SW
Registration Number:	2997983	SW
Registration Number:	3001546	SW
Registration Number:	3035853	SW STEWART WARNER
Registration Number:	2918903	WINGS
Registration Number:	3076115	
Registration Number:	3076116	WEASLER
Serial Number:	90689627	BRAKE PAD TECHNOLOGY OF CHAMPIONS
Serial Number:	90584434	RACE PROVEN. STREET LEGAL.
Serial Number:	88499479	MAXAI

CORRESPONDENCE DATA

Fax Number: 2124464900
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: 2124464727
Email: hayley.smith@kirkland.com
Correspondent Name: Hayley Smith
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Ave
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	17853-67
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	/Hayley Smith/
DATE SIGNED:	09/11/2023

Total Attachments: 6
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**TERMINATION AND RELEASE OF
ABL TRADEMARK SECURITY AGREEMENT**

This Termination and Release of ABL Trademark Security Agreement (this “**Termination**”), dated as of September 1, 2023, is executed by **JPMORGAN CHASE BANK, N.A.**, in its capacity as collateral agent (“**Collateral Agent**”), in favor of the entities set forth on Schedule I hereto (each, a “**Grantor**” and collectively, the “**Grantors**”). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Trademark Security Agreement (as defined herein).

RECITALS

A. WHEREAS, the Collateral Agent, the Grantors, and certain other parties entered into that certain ABL Security Agreement, dated as of August 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”);

B. WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain ABL Trademark Security Agreement, dated as of August 2, 2021 (as amended, restated, modified or supplemented from time to time, the “**Trademark Security Agreement**”), whereby the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantors’ right, title and interest in, to and under the Trademark Collateral, including the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby (collectively, the “**Released Collateral**”);

C. WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the “**USPTO**”) on August 11, 2021 at Reel 7386, Frame 0216; and

D. WHEREAS, in connection with the Grantors’ repayment of all obligations outstanding under the Security Agreement, pursuant to that certain payoff letter, dated September 1, 2023, between Collateral Agent and Grantors, the Collateral Agent wishes to release and terminate its security interest in, to and under the Released Collateral as provided in this Termination.

AGREEMENT

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

(a) Collateral Agent terminates and releases all of Collateral Agent’s right, title and interest in, to and under the Released Collateral of the Grantors.

(b) Collateral Agent authorizes the Grantors or their designees to record this Termination with the USPTO at the sole expense of the Grantors and authorizes and requests the trademark division of the USPTO to record this Termination.


(c) Collateral Agent agrees to execute and deliver all necessary documents or other instruments, in each case at the Grantors' sole expense and as the Grantors may reasonably request in order to effectuate the release of the security interest contemplated hereby.

(d) This Termination shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has executed and delivered this Termination as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent and Collateral Agent.

By: 
Name: Richard Barritt
Title: Executive Director

[Signature Page to Termination and Release of ABL Trademark Security Agreement]

TRADEMARK
REEL: 008193 FRAME: 0979

SCHEDULE I

GRANTORS

<u>Name of Grantor</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization/ Formation</u>
Carlisle Brake & Friction, Inc.	Corporation	Ohio
Power Packer North America, Inc.	Corporation	Delaware
Maxima Technologies & Systems, LLC	Limited Liability Company	Delaware
Weasler Engineering, Inc.	Corporation	Delaware

SCHEDULE A
TRADEMARKS

Loan Party	Country	Mark	Application No.	Filing Date	Reg. Date	Reg. No.
Carlisle Brake & Friction, Inc.	US	BRAKE PAD TECHNOLOGY OF CHAMPIONS	90/689,627	2021-05-04	N/A	N/A
Carlisle Brake & Friction, Inc.	US	CF2000	87/756,275	2018-01-16	2020-07-21	6,109,494
Carlisle Brake & Friction, Inc.	US	HAWK	85/497,032	2011-12-16	2012-08-07	4,186,221
Carlisle Brake & Friction, Inc.	US	HAWK BRAKE	85/497,035	2011-12-16	2014-10-21	4,625,264
Carlisle Brake & Friction, Inc.	US	Hawk Design	75/563,232	10/01/1998 1998-10-01	03/21/2000 2000-03-21	2,331,451
Carlisle Brake & Friction, Inc.	US	HAWK PERFORMANCE	75/556,526	1998-09-18	2001-01-02	2,418,088
Carlisle Brake & Friction, Inc.	US	RACE PROVEN STREET LEGAL.	90/584,434	2021-03-17	N/A	N/A
Carlisle Brake & Friction, Inc.	US	TALON	87/674,588	2017-11-07	2020-11-03	6,190,187
Power Packer North America, Inc.	US	POWER-PACKER	72/234,869	1965-12-20	1966-11-01	0817739
Maxima Technologies & Systems, LLC	US	DATCON	74/310,045	1992-09-02	1993-09-07	1791381
Maxima Technologies & Systems, LLC	US	SMART INSTRUMENT	86/625,694	2015-05-11	2016-02-02	4894684
Maxima Technologies & Systems, LLC	US	STEWART WARNER	78/455,366	2004-07-23	2005-11-29	3020224
Maxima Technologies & Systems, LLC	US	SW & DESIGN	78/466,372	2004-08-12	2006-01-17	3045228
Maxima Technologies & Systems, LLC	US	SW & DESIGN	78/459,311	2004-07-30	2005-09-20	2997983
Maxima Technologies & Systems, LLC	US	SW LOGO	78/457,195	2004-07-27	2005-09-27	3001546

Maxima Technologies & Systems, LLC	US	SW STEWART WARNER & DESIGN	78/568,385	2005-02-16	2005-12-27	3035853
Maxima Technologies & Systems, LLC	US	WINGS	78/275,552	2003-07-17	2005-01-18	2918903
Weasler Engineering, Inc.	US	CIRCULAR DESIGN	78/537,636	2004-12-23	2006-04-04	3076115
Weasler Engineering, Inc.	US	WEASLER	78/537,647	2004-12-23	2006-04-04	3076116
Maxima Technologies & Systems, LLC	US	MAXAI	88499479	2019-07-03	N/A	N/A