

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cadence Bank		09/19/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Flame Resistant Garments, LLC (f/k/a Flame Resistant Garments, Inc.)		
Street Address:	2306 S Battleground Road		
City:	La Porte		
State/Country:	TEXAS		
Postal Code:	77571		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3300082	CODERED	
Registration Number:	4409763	CODE RED	
Registration Number:	3213294	MAXSHIELD	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com, lauren.neville@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	10/27/2023		
Total Attachments: 4			
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OP \$90.00 3300082

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of September 19, 2022, and granted by CADENCE BANK (formerly Cadence Bank, N.A.), in its capacity as administrative agent (“**Administrative Agent**”), as secured party, in favor of FLAME RESISTANT GARMENTS, LLC (f/k/a Flame Resistant Garments, Inc.), a Delaware limited liability company (“**Grantor**”), and its successors, assigns and legal representatives.

WHEREAS, Grantor executed and delivered to Administrative Agent that certain Collateral Assignment of Trademarks (the “**Collateral Assignment**”), dated as of June 28, 2019, between Grantor and Administrative Agent (as defined in the Security Agreement defined therein);

WHEREAS, pursuant to the Collateral Assignment, Grantor pledged and granted to Administrative Agent a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademarks (as defined below);

WHEREAS, the Collateral Assignment was recorded with the United States Patent and Trademark Office at Reel 7554, Frame 0307 on January 10, 2022; and

WHEREAS, Grantor has requested that Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to Grantor of any and all right, title and interest Administrative Agent may have in the Trademarks pursuant to the Collateral Assignment.

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

Definitions. The following term has the meaning set forth below:

“**Trademark**” means all of Grantor’s right, title, and interest in and to: (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I to this Agreement); (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I to this Release); (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States; (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof; (v) all registrations and recordings with respect to any of the foregoing; (vi) all reissues, extensions and renewals of any of the foregoing; (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all

accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof; (ix) all rights to sue for past, present or future infringements of any of the foregoing; (x) all good will related to any of the foregoing; (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and (xii) all proceeds of any and all of the foregoing.

Release of Security Interest. Administrative Agent hereby terminates, releases and discharges any and all security interests that it has pursuant to the Collateral Assignment in the Trademarks.


Further Assurances. Administrative Agent agrees, at Grantor's sole cost and expense, to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CADENCE BANK (formerly Cadence Bank,
N.A.)**, as Administrative Agent

By: 
Name: Taylor Ducoff
Title: Executive Vice President

Address for Notices:


1333 West Loop South, Suite 1700
Houston, Texas 77027
Attn: Patti Lapp
Facsimile: 713-634-4939

SIGNATURE PAGE TO
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (TRADEMARK – CODE RED)

TRADEMARK
REEL: 008241 FRAME: 0027

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u> <u>and/or</u> <u>Registration No.</u>
Flame Resistant Garments, LLC	CODERED	RN 3300082
Flame Resistant Garments, LLC		RN 4409763
Flame Resistant Garments, LLC	MAXSHIELD	RN 3213294

SCHEDULE I TO
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (TRADEMARK – CODE RED)