

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853287

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		11/13/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	API Heat Transfer ThermaSys Corporation
Street Address:	2777 Walden Avenue
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14225
Entity Type:	Corporation: DELAWARE
Name:	API Heat Transfer Inc.
Street Address:	2777 Walden Avenue
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14225
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2863063	THERMASYS
Registration Number:	3470671	AIRTECH
Registration Number:	3487261	API HEAT TRANSFER
Registration Number:	3487262	API HEAT TRANSFER
Registration Number:	932242	BASCO
Registration Number:	3986465	FINSEP
Registration Number:	2762061	PCR
Registration Number:	3448120	SCHMIDT
Registration Number:	3448121	SCHMIDT
Registration Number:	1919561	TC
Registration Number:	4230508	PERFORMANCE IS EVERYTHING

CORRESPONDENCE DATA

TRADEMARK

900813832

REEL: 008257 FRAME: 0761

OP \$290.00 2863063

Fax Number: 2128366637

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: 12128367319

Email: Paul.Somelofske@arnoldporter.com

Correspondent Name: Paul J. Somelofske

Address Line 1: C/O Arnold & Porter Kaye Scholer LLP

Address Line 2: 250 West 55th Street

Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER:	Paul J. Somelofske
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SIGNATURE:	/Paul J. Somelofske/
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DATE SIGNED:	11/14/2023
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Total Attachments: 3

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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of November 13, 2023 (this “Release”) is made by CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as administrative agent (the “Administrative Agent”) under that certain Trademark Security Agreement, dated as of December 31, 2018, made by and among API Heat Transfer ThermaSys Corporation, a Delaware corporation and API Heat Transfer Inc., a New York corporation (each a “Grantor”), and the Administrative Agent, for the benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Intellectual Property Security Agreement”), in favor of the Grantors. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement, the Credit Agreement or the Collateral Agreement referenced in the Intellectual Property Security Agreement, as applicable.

WHEREAS, pursuant to the Intellectual Property Security Agreement, which was recorded in the records of the United States Patent and Trademark Office (the “USPTO”) on January 4, 2019 at Reel 006517, Frame 0109, each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, on and to all of such Grantor’s right, title and interest in all of the Trademarks owned by each such Grantor and constituting Collateral, including the United States registered trademarks and trademark applications set forth on the attached Schedule 1 (the “Intellectual Property Collateral”); and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all such Intellectual Property Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate and cancel the Intellectual Property Security Agreement, (b) terminate the security interest created under the Intellectual Security Agreement in the Intellectual Property Collateral, including without limitation the United States registered trademarks and trademark applications set forth on the attached Schedule 1, (c) release its security interest in the Intellectual Property Collateral, (d) discharge any and all rights, title and interest it has in the Intellectual Property Collateral, and (e) reassign, grant, and convey all rights and interests Administrative Agent may have in the Intellectual Property Collateral to the Grantor thereof.

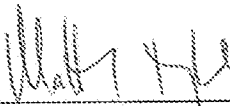
Administrative Agent agrees, at the Grantors’ expense, to take all further actions, and provide to the Grantors and their respective successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their respective successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

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.

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

**CORTLAND CAPITAL MARKET SERVICES
LLC, as Administrative Agent**

By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Release of Intellectual Property Security Agreement]

**TRADEMARK
REEL: 008257 FRAME: 0764**

SCHEDULE 1

IP Collateral

Country/ Jurisdiction Name	Trademark Name	Reg. Number	Reg. Date	Company/Subsidiary
US Federal	Thermasys	2,861,063	7/13/84	API Heat Transfer Thermasys Corporation (D/b/a Thermasys Corporation)
US Federal	AURISCH	3471831	7/22/08	API Heat Transfer
US Federal	API HEAT TRANSFER	3487261	8/19/08	API Heat Transfer
US Federal	API Heat Transfer	3487262	8/19/08	API Heat Transfer
US Federal	API Heat Transfer			
US Federal	BASCO	972242	4/11/72	API Heat Transfer Inc.
US Federal	HINSEP	3986805	6/25/11	API Heat Transfer Inc.
US Federal	PCR	2762851	9/9/03	API Heat Transfer Inc.
US Federal	SCHEMONT	3448120	6/17/08	API Heat Transfer
US Federal	SCHEMONT	3448121	6/17/08	API Heat Transfer
				
US Federal	TC	1919361	9/19/95	API Heat Transfer Inc.
US Federal	PERFORMANCE IS EVERYTHING	4230508	10/23/12	API Heat Transfer Inc.