

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Huntington National Bank		01/18/2024	National Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bluff Holdco, LLC		
Street Address:	607 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	INTEGRATED WAREHOUSE SOLUTIONS, INC.		
Street Address:	651 N. Burleson Blvd		
City:	Burleson		
State/Country:	TEXAS		
Postal Code:	76028		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2881234	HUGGER	
Registration Number:	3831455	B	
Registration Number:	4073449	WESCO	
Registration Number:	4342254	GATOR GRIP	
Registration Number:	6153952	INTEGRATED WAREHOUSE SOLUTIONS	
Registration Number:	6667612	WESCO ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	8169838000		
Email:	PTO-KC@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		

CH \$165.00 2881234

Address Line 1: 4801 Main Street, Suite 1000
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER: 529312-17

NAME OF SUBMITTER: Olivia Miller

SIGNATURE: /Olivia Miller/

DATE SIGNED: 01/31/2024

Total Attachments: 8

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TERMINATION AND RELEASE OF SECURITY INTEREST

THIS TERMINATION AND RELEASE OF SECURITY INTEREST (this "Release") is made as of January 18, 2024 in favor of Bluff Holdco, LLC, a Delaware limited liability company ("Holdings"), and Integrated Warehouse Solutions, Inc., a Delaware corporation (f/k/a Bluff Holdings, Inc. and successor by merger to each of Wesco Industrial Products, LLC, a Delaware limited liability company ("Wesco"), Nordock Manufacturing, LLC, a Delaware limited liability company ("Nordock US Parent"), Nordock Corporation, an Ohio corporation ("Nordock US"), Columbus Foam Products, Inc., an Ohio corporation ("Columbus"), and Flatley Dock Systems, Inc., a Wisconsin corporation ("Flatley") ("Borrower"; Holdings, Borrower, Wesco, Nordock US Parent, Nordock US, Columbus, and Flatley are referred to herein, collectively, as "Grantors" and, individually, as a "Grantor"), by The Huntington National Bank (successor by merger to TCF National Bank), individually ("HNB"), and in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Credit Agreement referred to in the 2022 Security Agreement (as defined below).

WHEREAS, pursuant to the terms and conditions of (a) that certain Amended and Restated Patent, Copyright, License and Trademark Security Agreement, dated as of April 19, 2022 (the "2022 Security Agreement"), executed by Grantors in favor of the Administrative Agent, each Grantor granted to the Administrative Agent a security interest in all of such Grantor's right, title and interest in and to its intellectual property (collectively the "Intellectual Property Collateral"), including, but not limited to, (i) the patent applications and patents set forth on Schedule 1 attached hereto and (ii) the trademark applications and registrations set forth on Schedule 2 attached hereto, (b) that certain Patent, Copyright, License and Trademark Security Agreement, dated as of May 19, 2016 (the "2016 Security Agreement"), executed by Holdings and Borrower in favor of HNB, each such Grantor granted to HNB a security interest in all of each such Grantor's right, title and interest in and to certain of the Intellectual Property Collateral, (c) that certain Patent, Copyright, License and Trademark Security Agreement, dated as of December 19, 2017 (the "2017 Security Agreement"), executed by Wesco in favor of HNB, Wesco granted to HNB a security interest in all of its right, title and interest in and to certain of the Intellectual Property Collateral, and (d) that certain Patent, Copyright, License and Trademark Security Agreement, dated as of May 3, 2018 (the "2018 Security Agreement" and, together with the 2022 Security Agreement, the 2016 Security Agreement and the 2017 Security Agreement, collectively, the "Security Agreements" and, individually, a "Security Agreement"), executed by Nordock US Parent, Nordock US, Columbus, Flatley in favor of HNB, each such Grantor granted to HNB a security interest in all of each such Grantor's right, title and interest in and to certain of the Intellectual Property Collateral.

WHEREAS, the 2022 Security Agreement amended and restated the 2016 Security Agreement, the 2017 Security Agreement, and the 2018 Security Agreement in their entirety.

WHEREAS, the 2022 Security Agreement was recorded with the United States Patent and Trademark Office on April 21, 2022 at Reel/Frame 059757/0287 and at Reel/Frame 7699/0652, the 2016 Security Agreement was recorded with the United States Patent and Trademark Office on May 20, 2016 at Reel/Frame 038661/0390 and at Reel/Frame 5798/0178,

the 2017 Security Agreement was recorded with the United States Patent and Trademark Office on December 19, 2017 at Reel/Frame 044439/0420 and at Reel/Frame 6232/0672, and the 2018 Security Agreement was recorded with the United States Patent and Trademark Office on May 3, 2018 at Reel/Frame 6361/0427.

WHEREAS, each of HNB and the Administrative Agent wishes to release its security interest in the Intellectual Property Collateral.

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

1. Each of HNB and the Administrative Agent hereby terminates each Security Agreement and hereby terminates, cancels and releases any security interest it may have in the Intellectual Property Collateral, including without limitation:

a. patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule 1 attached hereto and on any schedule attached to any Security Agreement, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i) through (iv), inclusive, in which any Grantor has had, now has, or hereafter may have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

b. all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on any schedule attached to any Security Agreement, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (i) through (iv), inclusive, in which any Grantor has had, now has, or hereafter may have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

c. any Grantor's rights or obligations pursuant to its license agreements with any other Person or Persons (as defined in the 2022 Security Agreement) with respect to any Patents and Copyrights, whether such Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on any schedule attached to any Security Agreement, and any right to prepare for sale, sell and advertise for sale, any Inventory (as defined in the 2022 Security Agreement) that has been, is now, or hereafter may be owned by such Grantor and has been, is now, or hereafter may be covered

by such licenses (all of the foregoing is hereinafter referred to collectively as the “Patent and Copyright Licenses”);

d. all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule 2 attached hereto and on any schedule attached to any Security Agreement, and (i) renewals thereof, (ii) all income, royalties, damages and payments that have been or are now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (i) through (iv), inclusive, with respect thereto in which Grantor has had, now has, or hereafter may have any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”);

e. each Grantor’s rights and obligations pursuant to its license agreements with any other Person or Persons (as defined in the 2022 Security Agreement) with respect to any Marks, whether such Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on any schedule attached to any Security Agreement, and any right to prepare for sale, sell and advertise for sale, any Inventory (as defined in the 2022 Security Agreement) that has been, is now, or hereafter may be owned by such Grantor and has been, is now, or hereafter may be covered by such licenses (all of the foregoing is hereinafter referred to as “Trademark Licenses”; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as “Licenses”);

f. the goodwill of each Grantor’s business connected with and symbolized by the Marks;

g. rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses obtained by any Grantor;

h. any benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent to which any Grantor has been, is, or may become entitled;

i. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable, with respect any of the foregoing; and

j. any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default.

2. ¹HNB and the Administrative Agent shall take all further actions, and provide to Grantors, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release. Each Grantor or its respective designee is hereby authorized to file and record this Release with the appropriate governmental agency or authority as evidence of the release of security interest granted hereunder.

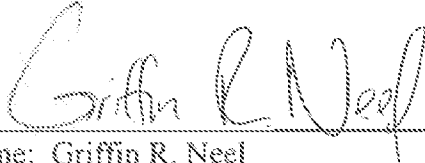
3. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the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

* * * * *

¹ Termination of the Security Agreement is handled via the payoff letter.

IN WITNESS WHEREOF, each of HNB and the Administrative Agent has caused this Termination and Release of Security Interest to be executed by its duly authorized representative as of the date first written above.

THE HUNTINGTON NATIONAL BANK,
individually and as Administrative Agent

By: 
Name: Griffin R. Neel
Title: Assistant Vice President

SCHEDULE 1

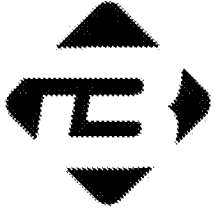
PATENT APPLICATIONS AND PATENTS

Patent/App. No.	Title	Filing Date
D633,684	Locking Folding Dock Board	04/24/2010
29/468,313	Keg Rack Insert	09/27/2013
61/885,967	Keg Flow Storage Rack System	10/02/2013

Patent/App. No.	Title	Filing Date
9,302,688	Knock Down Drum Truck	03.11.2014
6,619,905	Drum Handling Device	06.12.2001
7,137,464	Stair Climbing Hand Truck	09.15.2004
9,139,214	Adjustable Lift Truck	12.13.2011

SCHEDULE 2

TRADEMARK APPLICATIONS AND REGISTRATIONS

JURISDICTION	TRADEMARK	REG. NO.	REGISTRATION DATE
U.S.		3,831,455	08.10.2010
U.S.	INTEGRATED WAREHOUSE SOLUTIONS	6,153,952	09.15.2020
Canada	INTEGRATED WAREHOUSE SOLUTIONS	1,959,578	04.26.2019
Wisconsin	FLATLEY DOCK SYSTEMS	WI 20210081865	01.06.2021
U.S.	SPEEDY BOARD	3,853,557	09.28.2010

TRADEMARK	REG./APP. NO.	FILING DATE
WESCO	4,073,449	04.05.2011
WESCO ADVANTAGE	90/001,672	06.15.2020
GATOR GRIP	4,342,254	10.02.2012

JURISDICTION	REG. NO./SER. NO.	TRADEMARK
U.S.	RN: 2,881,234 SN: 76-550,933	HUGGER
Ohio	RN: OH 8935 AN: 01093474	HUGGER
Ohio	RN: OH 12221 AN: 01093473	HUGGER
Ohio	OH 12223 AN: 01093475	HUGGER DOCK SEAL

Ohio	OH 12222 AN: 01093476	HUGGER DOOR SEAL
Ohio	RN: OH AN:	STEP-EAZE
Ohio	RN: OH AN:	STATIC-EAZE
Ohio	RN: OH 204563 AH:	PRO-TECT WALL PADDING