# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI7832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HPS Investment Partners, LLC , as administrative agent		02/05/2024	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Company Name:	Carousel Industries of North America, LLC		
Street Address:	659 South County Trail		
City:	Exeter		
State/Country:	RHODE ISLAND		
Postal Code:	02822		
Entity Type:	Limited Liability Company: RHODE ISLAND		
Company Name:	NWN Corporation		
Street Address:	659 South County Trail		
City:	Exeter		
State/Country:	RHODE ISLAND		
Postal Code:	02822		
Entity Type:	Corporation: DELAWARE		
Company Name:	Atrion, Inc.		
Street Address:	659 South County Trail		
City:	Exeter		
State/Country:	RHODE ISLAND		
Postal Code:	02822		
Entity Type:	Corporation: RHODE ISLAND		

# **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark		
Registration Number:	6215335	N NWN		
Registration Number:	6139990	NWN		
Registration Number:	5995038	CAROUSEL		
Registration Number:	4671091	CAROUSEL INDUSTRIES		
Registration Number:	3770334	CAROUSEL INDUSTRIES		
Registration Number:	6103301	CUSTOMER SUCCESS OBSESSE	ED .	
Registration Number:	3192221	MAXTIME	TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	4583059	SIMPLICITY
Registration Number:	3198328	TIMEBANK

#### **CORRESPONDENCE DATA**

**Fax Number:** 2028357586

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: 2028357500 Email: dcip@milbank.com

Correspondent Name: Mr. Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	34408.00130
NAME OF SUBMITTER:	JAVIER RAMOS
SIGNATURE:	JAVIER RAMOS
DATE SIGNED:	02/06/2024

#### **Total Attachments: 4**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made as of February 5, 2024, by HPS Investment Partners, LLC, as administrative agent (in such capacity and together with its successors and permitted assigns, the "Administrative Agent"), in favor of Carousel Industries of North America, LLC, a Rhode Island limited liability company, NWN Corporation, a Delaware corporation and Atrion, Inc., a Rhode Island corporation (each, individually, a "Grantor" and, collectively, the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement (as defined below), whether directly therein or by reference to another agreement.

#### WITNESSETH

WHEREAS, pursuant to that certain Security and Pledge Agreement, dated as of November 29, 2023 (as may have been amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement"), the Grantors executed and delivered that certain Notice of Grant of Security Interest in Trademarks, dated as of November 29, 2023 (the "Trademark Security Agreement"), in favor of the Administrative Agent, which was recorded with the U.S. Patent and Trademark Office on December 6, 2023 at Reel/Frame 8280/0690;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Administrative Agent a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to, and under the U.S. Trademarks of such Grantor, including those identified on Annex 1 attached hereto (the "Trademark Collateral"); and

WHEREAS, the Grantor requests a release of Security Interest in the Trademark Collateral, and the Administrative Agent desires to terminate and grant a release of the Security Interest in Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (a) terminates the Trademark Security Agreement, (b) releases, relinquishes, terminates and discharges the Security Interest in the Trademark Collateral in its entirety and (c) reassigns to each Grantor any and all right, title and interest of any nature whatsoever which it may hold in, to, or under the Trademark Collateral of the Grantor (including, without limitation, the Trademarks and Trademark Applications of such Grantor identified on <u>Annex 1</u> attached hereto and all goodwill embodied thereby and associated therewith).

The Administrative Agent hereby (a) authorizes the Grantors and their respective successors, assigns or other legal representatives to file this Release with the U.S. Patent and Trademark Office to evidence and effectuate the release and termination of the Administrative Agent's Security Interest in the Trademark Collateral and (b) authorizes the U.S. Patent and Trademark Office to record and register this Release.

At the reasonable request and sole expense of the Grantors, the Administrative Agent agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

Delivery of an executed signature page of this Release by facsimile or electronic transmission (e.g., email of a PDF file) shall be as effective as delivery of a manually executed counterpart hereof. The words "executed," "signed," "signature," and words of like import in this Release shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in

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Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the 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.

Very truly yours,

HPS INVESTMENT PARTNERS, LLC, as Administrative Agent

Title: Managing Director

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# Annex 1

Trademark	Country	App No	App Date	Reg No	Reg Date	Owner of Record
N NWN (stylized w/design)	United States of America	88901352	05-May-2020	6215335	08-Dec- 2020	NWN Corporation
NWN	United States of America	88665564	23-Oct-2019	6139990	01-Sep- 2020	NWN Corporation
CAROUSEL	United States of America	88523615	19-Jul-2019	5995038	25-Feb- 2020	Carousel Industries of North America, LLC
CAROUSEL INDUSTRIES	United States of America	86301757	05-Jun-2014	4671091	13-Jan- 2015	Carousel Industries of North America, LLC
CAROUSEL INDUSTRIES	United States of America	77747762	29-May-2009	3770334	06-Apr- 2010	Carousel Industries of North America, LLC
CUSTOMER SUCCESS OBSESSED	United States of America	88434917	17-May-2019	6103301	14-Jul-2020	Carousel Industries of North America, LLC
MAXTIME	United States of America	78721078	27-Sep-2005	3192221	02-Jan- 2007	Atrion, Inc.
SIMPLICITY	United States of America	86032359	08-Aug-2013	4583059	12-Aug- 2014	Carousel Industries of North America, LLC
TIMEBANK	United States of America	78721948	28-Sep-2005	3198328	16-Jan- 2007	Atrion, Inc.

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