

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI24199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GarMark SBIC Fund II, L.P.		02/09/2024	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Company Name:	Phoenix Products, LLC
Street Address:	8711 W Port Ave
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53224
Entity Type:	Limited Liability Company: DELAWARE
Company Name:	Phoenix Ovens International, LLC
Street Address:	8711 W Port Ave
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53224
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5382499	
Registration Number:	4828984	
Registration Number:	4599052	BRIGHT LIGHT SYSTEMS
Registration Number:	6411741	COMMAND FLOOD
Registration Number:	5798325	DANGER LIGHT
Registration Number:	846627	DOCKLITE
Registration Number:	615214	DRYROD
Registration Number:	5464201	DRYROD
Registration Number:	2246587	DRYWIRE
Registration Number:	4784657	DURABILITY BY DESIGN
Registration Number:	4724917	DURABILITY X DESIGN
Registration Number:	5475643	DURABILITY X DESIGN

TRADEMARK

REEL: 008344 FRAME: 0211

900834484

CH \$665.00.00 87411869

Property Type	Number	Word Mark
Registration Number:	4539983	ECOMOD
Registration Number:	4183237	MODCOM
Registration Number:	2666144	PHOENIX
Registration Number:	4736266	PHOENIX
Registration Number:	2476325	PHOENIX INTERNATIONAL
Registration Number:	5382498	PHOENIX INTERNATIONAL
Registration Number:	4838340	PHOENIX TERMINAL SOLUTIONS
Registration Number:	3865552	PRO-5
Registration Number:	2404797	SAFETUBE
Registration Number:	1563227	SNAPLIGHT
Registration Number:	5763635	SNAPLIGHT
Registration Number:	4650460	STURDILED
Registration Number:	533142	STURDILITE
Registration Number:	5233840	THE PHOENIX COMPANY

CORRESPONDENCE DATA

Fax Number: 6178327000

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: 6178321000

Email: ustrademark@foleyhoag.com

Correspondent Name: Joshua S Jarvis

Address Line 1: 155 Seaport Blvd.

Address Line 4: Boston, MASSACHUSETTS 02210-2600

ATTORNEY DOCKET NUMBER: 36214.00003

NAME OF SUBMITTER: THERESA CANZONERI

SIGNATURE: THERESA CANZONERI

DATE SIGNED: 02/13/2024

Total Attachments: 5

source=RELEASE OF TRADEMARK SECURITY AGREEMENT - GarMark - Phoenix [EXECUTED]
(2024-Feb-9)(11861334.1)#page1.tif

source=RELEASE OF TRADEMARK SECURITY AGREEMENT - GarMark - Phoenix [EXECUTED]
(2024-Feb-9)(11861334.1)#page2.tif

source=RELEASE OF TRADEMARK SECURITY AGREEMENT - GarMark - Phoenix [EXECUTED]
(2024-Feb-9)(11861334.1)#page3.tif

source=RELEASE OF TRADEMARK SECURITY AGREEMENT - GarMark - Phoenix [EXECUTED]
(2024-Feb-9)(11861334.1)#page4.tif

source=RELEASE OF TRADEMARK SECURITY AGREEMENT - GarMark - Phoenix [EXECUTED]
(2024-Feb-9)(11861334.1)#page5.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (the “Release”) is made as of February 9, 2024, by GarMark SBIC Fund II, L.P. a Delaware limited partnership, as lender, (together with its successors and/or assigns, the “Lender”), in favor of Phoenix Products, LLC, a Delaware limited liability company and Phoenix Ovens International, LLC (each individually a “Grantor” and together, the “Grantors”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Note Purchase Agreement, dated as of January 18, 2019 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Note Purchase Agreement”), by and among Phoenix Products, LLC and Phoenix Ovens International, LLC, each a Delaware limited liability company, the other note parties party thereto, and Lender, (ii) that certain Security Agreement dated as of January 18, 2019 in favor of Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and (iii) that certain Trademark Security Agreement, dated as of January 18, 2019, by Grantors in favor of Lender (the “Patent Security Agreement”), Grantors granted to the Lender a lien on and security interest in all of its right, title and interest in and to the Trademarks, including without limitation, the Trademarks set forth on Schedule I hereto, and all proceeds and products thereof (the “Trademark Collateral”).;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on January 23, 2019 at Reel 6533, Frame 0869;

WHEREAS, Grantors have requested a release of the Trademark Collateral; and

WHEREAS, Lender desires to terminate and grant a release of the Trademark Collateral as provided in this Release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender does hereby agree as follows:

1. Lender hereby (a) terminates the Trademark Security Agreement, (b) releases, relinquishes, terminates and discharges the Trademark Collateral in its entirety and (c) reassigns to Grantors any and all right, title and interest of any nature whatsoever which it may hold in or to the Trademark Collateral (including, without limitation, the trademarks and trademark applications identified on Schedule I attached hereto).
2. Lender hereby authorizes the Grantors and their 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 Lender’s security interest in the Trademark Collateral.
3. At the reasonable request and sole expense of Grantors, Lender 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.
4. 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 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.

[Signature page follows]

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

GARMARK SBIC FUND II, L.P., as Lender

**By: GARMARK SBIC ASSOCIATES II
LLC, Its General Partner**

By: 
Name: Steven C. Pickhardt
Title: Managing Partner

[Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 008344 FRAME: 0215**

Schedule I to
RELEASE OF TRADEMARK SECURITY AGREEMENT
Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
3 CIRCLES Design	Phoenix Products, LLC	4/14/2017	Registered	5382499
ARROWS IN A CIRCLE Design	Phoenix Products, LLC	1/12/2015	Registered	4828984
BRIGHT LIGHT SYSTEMS	Phoenix Products, LLC	8/2/2013	Registered	4599052
COMMAND FLOOD	Phoenix Products, LLC	10/15/2018	Pending	88155184
DANGER LIGHT	Phoenix Products, LLC	11/1/2018	Pending	88177948
DOCKLITE	Phoenix Products, LLC	3/2/1967	Registered and Renewed	846627
DOCKLITE	Phoenix Products, LLC	4/23/1993	Registered	431545 (Canada)
DRY ROD	Phoenix Products, LLC	11/30/1953	Registered and Renewed	615214
DRY ROD	Phoenix Products, LLC	9/28/2017	Registered	5464201
DRY ROD	Phoenix Products, LLC	3/11/1982	Registered	276700 (Canada)
DRY ROD	Phoenix Products, LLC	4/30/1999	Registered	1495283 (China)
DRY ROD	Phoenix Products, LLC	12/21/1992	Registered	436948 (Mexico)
DRYWIRE	Phoenix Products, LLC	6/6/1997	Registered and Renewed	2246587
DURABILITY BY DESIGN	Phoenix Products, LLC	9/9/2014	Registered	4784657
DURABILITY BY DESIGN	Phoenix Products, LLC	9/12/2014	Registered	1646676 (Australia)
DURABILITY BY DESIGN	Phoenix Products, LLC	9/11/2014	Registered	970326 (Canada)
DURABILITY X DESIGN	Phoenix Products, LLC	1/17/2014	Registered	4724917
DURABILITY X DESIGN (& Design)	Phoenix Products, LLC	11/28/2017	Registered	5475643
ECOMOD	Phoenix Products, LLC	4/25/2013	Registered	4539983
MODCOM	Phoenix Products, LLC	12/12/2011	Registered	4183237
MODCOM	Phoenix Products, LLC	6/7/2012	Registered	1495657 (Australia)

PHOENIX	Phoenix Products, LLC	12/13/2001	Registered and Renewed	2666144
PHOENIX	Phoenix Products, LLC	3/12/1982	Registered	278775 (Canada)
PHOENIX	Phoenix Products, LLC	7/28/2014	Registered	1225641 (International)
PHOENIX	Phoenix Products, LLC	12/21/1992	Registered	461426 (Mexico)
PHOENIX (Stylized)	Phoenix Products, LLC	1/17/2014	Registered	4736266
PHOENIX 100	Phoenix Products, LLC	11/24/1992	Registered	433647 (Canada)
PHOENIX INTERNATIONAL & Design	Phoenix Products, LLC	3/23/1999	Registered and Renewed	2476325
PHOENIX INTERNATIONAL (& Design)	Phoenix Products, LLC	4/14/2017	Registered	5382498
PHOENIX TERMINAL SOLUTIONS	Phoenix Products, LLC	1/12/2015	Registered	4838340
PRO-5	Phoenix Ovens International, LLC	8/5/2009	Registered	3865552
SAFETUBE	Phoenix Products, LLC	1/26/1999	Registered and Renewed	2404797
SNAPLIGHT	Phoenix Products, LLC	10/24/1988	Registered and Renewed	1563227
SNAPLIGHT	Phoenix Products, LLC	12/20/2018	Pending	88236543
STURDILED	Phoenix Products, LLC	2/12/2014	Registered	4650460
STURDLITE	Phoenix Products, LLC	5/28/1949	Registered and Renewed	533142
THE PHOENIX COMPANY and Design	Phoenix Products, LLC	6/30/2016	Registered	5233840

2. TRADEMARK APPLICATIONS

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
DRY ROD	Phoenix Products, LLC	10/6/2017	Application	1861483 (Canada)
DRY ROD	Phoenix Products, LLC	3/14/2018	International Application	A0074304

3. TRADEMARK LICENSES

None.