

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI33384

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (RELEASES RF 7641/0378)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA, as collateral agent		02/13/2024	Other: NEW YORK

RECEIVING PARTY DATA

Company Name:	AMERICAN MIDWEST MANUFACTURING, INC.
Street Address:	90 FANNY ROAD
City:	BOONTON
State/Country:	NEW JERSEY
Postal Code:	07005
Entity Type:	Corporation: MISSOURI

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5681778	SMARTFIT
Registration Number:	5681781	SMARTFIT FIELD UPFITTING SOLUTIONS BY AMFS

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 7145401235

Email: ipdocket@lw.com,anna.kwan@lw.com

Correspondent Name: Anna Kwan Kwan

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-1387
NAME OF SUBMITTER:	Anna Kwan
SIGNATURE:	Anna Kwan
DATE SIGNED:	02/16/2024

Total Attachments: 4

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RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 13, 2024 (the “Effective Date”), is made by GOLDMAN SACHS BANK USA, as collateral agent for the Secured Parties (in such capacity the “Collateral Agent”), in favor of AMERICAN MIDWEST MANUFACTURING, INC., a Missouri corporation (“AMM”), ELKHART BRASS MANUFACTURING COMPANY, LLC, an Indiana limited liability company (“Elkhart Brass”), FIRE RESEARCH CORP., a New York corporation (“Fire Research”), IEM, INC., a Minnesota corporation (“IEM”), SAFE FLEET ACQUISITION CORP., a Delaware corporation (“SFAC”), REAR VIEW SAFETY LLC, a New York limited liability company (“Rear View”), COBAN TECHNOLOGIES, INC., a Texas corporation (“COBAN”) and SF MOBILE-VISION, INC., a New Jersey corporation (“SFMV” and together with AMM, Elkhart Brass, Fire Research, IEM, SFAC, Rear View and COBAN, each a “Pledgor” and collectively the “Pledgors”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Security Agreement (First Lien) by and among the Pledgors, the Collateral Agent, and certain other parties, dated as of February 1, 2018 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Pledgors executed and delivered a Notice of Grant of Security Interest in Trademarks, dated as of February 23, 2022 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on February 23, 2022 at Reel/Frame 7641/0378 (with respect to AMM), at Reel/Frame 7641/0397 (with respect to Elkhart Brass), at Reel/Frame 7641/0417 (with respect to Fire Research), at Reel/Frame 7641/0431 (with respect to IEM), at Reel/Frame 7641/0445 (with respect to SFAC), at Reel/Frame 7641/0538 (with respect to Rear View), at Reel/Frame 7641/0555 (with respect to COBAN), and at Reel/Frame 7641/0574 (with respect to SFMV);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Pledgor assigned and pledged to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of such Pledgor’s right, title and interest in, to and under (i) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments then or thereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, or other violations thereof; (iv) all rights to sue for past, present, and future infringements, dilutions and other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing; but excluding any Excluded Assets (collectively, the “Trademark Collateral”);

WHEREAS, the Pledgors have requested the Collateral Agent to terminate and release the Security Interest in the Trademark Collateral.

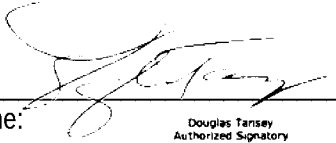
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (i) terminates the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to each Pledgor any right, title or interest it may have in the Trademark Collateral of such Pledgor, in each case without recourse to the Collateral Agent and without representation or warranty of any kind.

Each Pledgor, and any successor to such Pledgor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral of such Pledgor), is hereby authorized to record this Release in the USPTO with respect to the Trademark Collateral of such Pledgor.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the Effective Date.

GOLDMAN SACHS BANK USA, as Collateral Agent

By: 
Name: _____
Title: _____
Douglas Tansey
Authorized Signatory

SCHEDULE I

Trademarks

Holder	Trademark	Application Date	Reg. No. / Serial No.	Date Issued
American Midwest Manufacturing, Inc.	SMARTFIT	12/06/2017	5681778	02/19/2019
American Midwest Manufacturing, Inc.	SMARTFIT FIELD UPFITTING SOLUTIONS BY AMFS	12/06/2017	5681781	02/19/2019
Elkhart Brass Manufacturing Company, LLC	CHIEF	02/26/2018	5575478	10/02/2018
Elkhart Brass Manufacturing Company, LLC	BRASS TACKS HARD FACTS	12/05/2018	5819036	07/30/2019
Fire Research Corp.	INET	02/13/2018	6091446	06/30/2020
Fire Research Corp.	SAFELINK	08/30/2017	5801064	07/09/2019
IEM, Inc.	DEPLOYPRO	11/12/2018	5818690	07/30/2019
IEM, Inc.	PRIME DESIGN	02/10/2020	6406399	07/06/2021
Safe Fleet Acquisition Corp.	ERGOCLAMP	09/02/2016	5863479	09/17/2019
Rear View Safety LLC	RVS	09/24/2019	6297960	03/23/2021
Rear View Safety LLC	MOBILE AWARENESS (DESIGN PLUS LOGO)	08/31/2009	3906301	01/18/2011
Safe Fleet Acquisition Corp.	SF (and Design)	11/16/2018	6180757	10/20/2020
Safe Fleet Acquisition Corp.	SAFE FLEET	11/14/2018	6180752	10/20/2020
COBAN Technologies, Inc.	FOCUS (and Design)	11/16/2016	5661988	01/22/2019
SF Mobile-Vision, Inc.	VOICE LINK PLUS	09/18/2001	2849164	06/01/2004
SF Mobile-Vision, Inc.	VOICE LINK PLUS	09/18/2001	2896282	10/19/2004