

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI34156

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|---|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (RELEASES RF 7668/0304) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UBS AG, STAMFORD BRANCH, as collateral agent | | 02/13/2024 | Other: SWITZERLAND |
| RECEIVING PARTY DATA | | | |
| Company Name: | SAFE FLEET ACQUISITION CORP. | | |
| Street Address: | 6800 East 163rd Street | | |
| City: | Belton | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 64012 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5863479 | ERGOCLAMP | |
| Registration Number: | 6180752 | SAFE FLEET | |
| Registration Number: | 6180757 | SF | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <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: | 7145401235 | | |
| Email: | ipdocket@lw.com,anna.kwan@lw.com | | |
| Correspondent Name: | Anna 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 SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 13, 2024 (the “Effective Date”), is made by UBS AG, STAMFORD BRANCH, 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 (Second 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 March 21, 2022 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on March 22, 2022 at Reel/Frame 7668/0244 (with respect to AMM), at Reel/Frame 7668/0345 (with respect to COBAN), at Reel/Frame 7668/0258 (with respect to Elkhart Brass), at Reel/Frame 7668/0272 (with respect to Fire Research), at Reel/Frame 7668/0286 (with respect to IEM), at Reel/Frame 7668/0328 (with respect to Rear View), at Reel/Frame 7668/0304 (with respect to SFAC), and at Reel/Frame 7668/0371 (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]

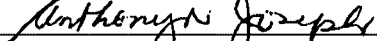
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the Effective Date.

UBS AG, STAMFORD BRANCH, as Collateral Agent



By: _____

Name: Anthony Colon
Title: Director

By:  _____

Name: Anthony N Joseph
Title: Associate Director

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 |