

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI34178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (RELEASES RF 6275/0608)		
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:	ELKHART BRASS MANUFACTURING COMPANY, INC.		
Street Address:	1302 W. BEARDSLEY AVE.		
City:	ELKHART		
State/Country:	INDIANA		
Postal Code:	46514		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	512421	MYSTERY	
Registration Number:	641983	TRI-LOC	
Registration Number:	727403	SELECT-O-STREAM	
Registration Number:	732940	SELECT-O-FLOW	
Registration Number:	919679	SELECT-O-MATIC	
Registration Number:	1053553	PRESSURE-MATIC	
Registration Number:	1071796	HYDRO-LOC	
Registration Number:	1314421	HYDRO-FOAM	
Registration Number:	1350466	THE STINGER	
Registration Number:	1713197	STINGRAY	
Registration Number:	1671662	SCORPION	
Registration Number:	1776278	ELKHART	
Registration Number:	1727192		
Registration Number:	2057972	SIDEWINDER	
Registration Number:	2283685	X/STREAM	
Registration Number:	2805824	PHANTOM	
Registration Number:	2909266	BIG STICK	
Registration Number:	2909267	R.A.M. RAPID ATTACK MONITOR	

OP \$515.00.00 71539863

Property Type	Number	Word Mark
Registration Number:	4155184	SPIT-FIRE
Registration Number:	4155186	COPPERHEAD

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

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: 3

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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 ELKHART BRASS MANUFACTURING COMPANY, INC., an Indiana corporation (the “Pledgor”). 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 Pledgor, 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 Pledgor executed and delivered a Notice of Grant of Security Interest in Trademarks, dated as of February 1, 2018 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on February 16, 2018 at Reel/Frame 6275/0608;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the 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 Pledgor has 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 the Pledgor any right, title or interest it may have in the Trademark Collateral, in each case without recourse to the Collateral Agent and without representation or warranty of any kind.

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

[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 Owned by Elkhart Brass Manufacturing Company, Inc.

U.S. Trademark Registrations

Trademark	Registration No.	Registration Date
PRESSURE-MATIC	1,053,553	30-NOV-1976
HYDRO-LOC	1,071,796	23-AUG-1977
THE STINGER	1,350,466	23-JUL-1985
SCORPION	1,671,662	14-JAN-1992
STINGRAY	1,713,197	08-SEP-1992
Design Only	1,727,192	27-OCT-1992
ELKHART	1,776,278	15-JUN-1993
SIDEWINDER	2,057,972	29-APR-1997
X/STREAM	2,283,685	05-OCT-1999
PHANTOM	2,805,824	13-JAN-2004
BIG STICK	2,909,266	07-DEC-2004
R.A.M. RAPID ATTACK MONITOR	2,909,267	07-DEC-2004
SPIT-FIRE	4,155,184	05-JUN-2012
COPPERHEAD	4,155,186	05-JUN-2012
MYSTERY	512,421	19-JUL-1949
TRI-LOC & Design	641,983	26-FEB-1957
SELECT-O-STREAM	727,403	13-FEB-1962
SELECT-O-FLOW	732,940	19-JUN-1962
SELECT-O-MATIC	919,679	07-SEP-1971
HYDRO-FOAM	1,314,421	15-JAN-1985

U.S. Trademark Applications

None.