

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM160476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., as Administrative Agent		02/28/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Company Name:	Rudd Equipment Company, Inc.		
Street Address:	4344 Poplar Level Road		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40213		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3302003	RUDD	
Registration Number:	3317483	RUDD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0123		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	Heather Poitras		
DATE SIGNED:	02/29/2024		
Total Attachments: 3			
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**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”), dated as of February 28, 2024, is made by **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent (the “Administrative Agent”), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in connection with that certain Third Amended and Restated Credit Agreement, dated as of March 30, 2022 (as the same has since been amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), among Rudd Equipment Company, Inc., a Kentucky corporation (“Grantor”), the Lenders, and Administrative Agent, the Lenders agreed to make loans and extend other financial accommodations to or for the benefit of the Grantor;

WHEREAS, the Grantor entered into that certain Third Amended and Restated Pledge and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), dated as of March 30, 2022, in favor of the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, Security Agreement and pursuant to that certain Confirmatory Grant of Security Interest in United States Trademarks, dated December 29, 2016 (the “Trademark Security Agreement”), the Grantor granted security interests in certain intellectual property owned by the Grantor, including without limitation, the trademarks listed on Annex I attached hereto (the “Trademarks”); and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 5, 2017 at Reel 5959/Frame 0007.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and as Administrative Agent for the Secured Parties, hereby irrevocably **RELEASES**, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the Trademarks, whether granted pursuant to the Security Agreement, the Trademark Security Agreement or any other agreement or document delivered in connection with the Credit Agreement, and the Administrative Agent hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in, to and under the Trademarks to the Grantor.

The Administrative Agent, without representation or warranty of any kind, acknowledges the automatic termination and cancellation of, and hereby terminates and cancels, the Trademark Security Agreement.

The Administrative Agent agrees, at the Grantor’s sole expense, to cooperate with the Grantor and to provide the Grantor with any information and additional authorization reasonably required or desirable (including, without limitation, the execution and delivery of any and all documents or other instruments) to effect the release of the security interest held by the Administrative Agent, on behalf of itself and as Administrative Agent for the Secured Parties, in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Kentucky.


[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Will Barry
Title: Vice President

ANNEX I

Grantor	Trademark	Trademark Registration No.	Registration Date
Rudd Equipment Company, Inc.	RUDD	3302003	10/2/07
Rudd Equipment Company, Inc.		3317483	10/23/07