

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI65687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADAMS STREET CREDIT ADVISORS LP		03/01/2024	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Willingham Welding Solutions, Inc.		
Street Address:	18005 East Highway 225		
City:	La Porte		
State/Country:	TEXAS		
Postal Code:	77571		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4421265	MACH 1 CUTTING TIPS	
Registration Number:	4367832	GAS INNOVATIONS	
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:	2128598000		
Email:	justin.charles@friedfrank.com		
Correspondent Name:	Justin Charles		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	10026-468		
NAME OF SUBMITTER:	KATELYN JAMES		
SIGNATURE:	KATELYN JAMES		
DATE SIGNED:	03/01/2024		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of March 1, 2024 (“Effective Date”), by **ADAMS STREET CREDIT ADVISORS LP**, as Administrative Agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”), in favor of **Willingham Welding Solutions, Inc.**, a Texas corporation (“Grantor”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of December 31, 2020 (as that same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), among MGP Holdings III Corp., a Delaware corporation (formerly known as FGP Holdings III Corp.) (“Topco Borrower”), Willingham Welding Solutions, Inc., a Texas corporation (together with Topco Borrower and any co-Borrower added to the Credit Agreement pursuant to Section 6.13(d) thereof, the “Borrowers” and each individually, a “Borrower”), MGP Holdings II Corp., a Delaware corporation (formerly known as FGP Holdings II Corp.) (“Holdings”), the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 31, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time) in favor of the Administrative Agent, to pledge its assets as security for the guaranty of the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of December 31, 2020, by and among Grantor and Administrative Agent, which was recorded with the United States Patent and Trademark Office on January 5, 2021, at Reel 7155, Frame 0186, (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), Grantor granted to Administrative Agent a security interest in all of Grantor’s right, title, and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, Administrative Agent now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Administrative Agent hereby terminates, releases, and, discharges its Lien on and security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Grantor all right, title, and interest of Administrative Agent in the Trademark Collateral pursuant to the Trademark Security Agreement.
2. Administrative Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts, in each case at the Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

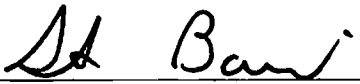
[Signature page follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ADAMS STREET CREDIT ADVISORS LP,
as Administrative Agent

By: Adams Street Credit Advisors GP LLC, its
general partner

By: Adams Street Partners, LLC, its member

By: 
Name: Stephen Baranowski
Title: Executive Vice President

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademark	Registration Number	Registration Date	Grantor
MACH 1 CUTTING TIPS	4421265	October 22, 2013	Willingham Welding Solutions, Inc.
GAS INNOVATIONS	4367832	July 16, 2013	Willingham Welding Solutions, Inc.