

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Babson Capital Finance LLC, as Agent		04/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ONICON INCORPORATED		
Street Address:	11451 Belcher Road South		
City:	Largo		
State/Country:	FLORIDA		
Postal Code:	33773		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4562471	ONICON	
Registration Number:	4562470	ONICON	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP/Noah Shier		
Address Line 1:	1095 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	000358-165715		
NAME OF SUBMITTER:	Noah Shier		
SIGNATURE:	/Noah Shier/		
DATE SIGNED:	04/23/2019		
Total Attachments: 4			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of April 23, 2019 (“Release”), is made by BARINGS FINANCE LLC (f/k/a Babson Capital Finance LLC), a Delaware limited liability company (“Agent”), in favor of ONICON INCORPORATED, a Florida corporation (“Grantor”).

WHEREAS, Agent, Grantor, and certain other parties have entered into that certain Amended and Restated Credit Agreement, dated as of April 21, 2015 (as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of April 21, 2015, by and between Agent and Grantor (the “IP Security Agreement”), Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of Grantor in and to certain intellectual property, including, without limitation, the Trademark Collateral;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on April 23, 2015 at Reel 005503 Frame 0279; and

WHEREAS, Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

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

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor in and to all intellectual property (including, but not limited to, all Trademark Collateral under the IP Security Agreement), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto); and

(b) reassigns and transfers to Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby.

SECTION 3. Recordation and Further Assurances. Agent hereby:

(a) authorizes Grantor or any of its authorized representatives to file this Release with the USPTO or any similar office or agency within or outside the United States at Grantor’s expense.

(b) further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release; and

(c) agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Grantor, at the Grantor's expense, to fully effectuate the purposes of this Release.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

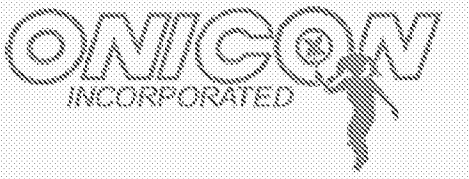
AGENT:

BARINGS FINANCE, LLC

By: 
Name: Mark Hindson
Its: Managing Director

Schedule A

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/Apl. Date</u>
ONICON	U.S.	Issued	4562471	07/08/2014
 ONICON INCORPORATED (and design)	U.S.	Issued	4562470	07/08/2014

TRADEMARK LICENSES

Inbound Licenses

Category	Identification
Contract	Forbes Marshall Private Label Agreement March 9, 2004
Contract	6/1/2011 Siemens Industry, Inc. & Onicon Private Label Manufacturing and Cooperative Agreement
Contract	11/13/12 Global Services Agreement

Licenses Out

Identification	Effective Date
Sage Metering, Inc. Private Label Manufacturing and Cooperative Agreement	3/26/10
Siemens Industry, Inc. & Onicon Private Label Manufacturing and Cooperative Agreement	6/1/2011