# :H \$115.00 1894

ETAS ID: TM530093

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, as Administrative Agent		06/27/2019	Banking Corporation: OHIO

#### **RECEIVING PARTY DATA**

Name:	Trench Plate Rental Co.		
Street Address:	13217 Laureldale Ave.		
Internal Address:	Attn: William Fick		
City:	Downey		
State/Country:	CALIFORNIA		
Postal Code:	90242		
Entity Type:	Corporation: CALIFORNIA		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	1894695	TRENCH PLATE	
Registration Number:	2668860		
Registration Number:	3532065	TPR TRAFFIC SOLUTIONS	
Registration Number:	3566920	TPR TRAFFIC SOLUTIONS	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2134432926

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:** 213-617-5493

**Email:** jcravitz@sheppardmullin.com

Correspondent Name: SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Address Line 1: 333 S. HOPE ST., 43RD FLOOR

Address Line 2: ATTN: J. CRAVITZ

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	62SN-294501
NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	07/01/2019

### **Total Attachments: 3**

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#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 27, 2019, by Fifth Third Bank, an Ohio banking corporation in its capacity as Administrative Agent ("Agent") in favor of Trench Plate Rental Co., a California corporation ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Grantor and Agent are party to that certain Trademark Security Agreement dated as of October 14, 2016, which was recorded by the Trademark Division of the United States Patent and Trademark Office on October 14, 2016 at Reel 5901, Frame 0316 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement Grantor has granted a security interest in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent as administrative agent, including the Trademark Collateral set forth on <u>Schedule A</u> annexed hereto;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases and terminates its Lien on and security interest in all of Grantor's right, title and interest in, to and under the following Collateral of Grantor (collectively, the "<u>Trademark</u> Collateral"):
  - (i) each trademark, trademark registration, and trademark application listed on <u>Schedule A</u> hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
  - (ii) all proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.
- 2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed by its authorized representative as of the day and year first above written.

FIFTH THIRD BANK, as Agent

By: Name:

Title:

ne: James M. Sumoski

## **SCHEDULE A**

# Trademark Registrations

<u>Owner</u>	<u>Jurisdiction</u>	Registration Number/Serial Number	Title	Registration Date
Trench Plate Rental Co.	U.S.	1,894,695	TRENCH PLATE	May 16, 1995
Trench Plate Rental Co.	U.S.	2,668,860		December 31, 2002
Trench Plate Rental Co.	U.S.	3,532,065	TPR TRAFFIC SOLUTIONS	November 11, 2008
Trench Plate Rental Co.	U.S.	3,566,920	TRAFFIC	January 27, 2009

**RECORDED: 07/01/2019**