

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release (Reel 6225 / Frame 0024)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		06/19/2020	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	CIRCOR Interational, Inc.		
Street Address:	30 Corporate Drive		
Internal Address:	Suite 200		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Corporation: DELAWARE		
Name:	CIRCOR Energy Products, LLC		
Street Address:	945 Bunker Hill		
Internal Address:	Suite 650		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	Limited Liability Company: OKLAHOMA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5031707	CONTROMATICS	
Registration Number:	1929208	K F	
Registration Number:	1937852	K F	
Registration Number:	3222219	KF	
Registration Number:	1729151	HALE	
Registration Number:	912279	HALE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			

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Phone: 800-713-0755
Email: james.murray@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 06/23/2020

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Deutsche Bank AG New York Branch

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other Bank

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 19, 2020

- Assignment Merger
- Security Agreement Change of Name
- Other Release (Reel 6225 / Frame 0024)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: 1. CIRCOR International, Inc.
30 Corporate Drive, Suite 200
 Street Add Burlington, MA 01803
 City: Corporation - Delaware, USA
 State: 2. CIRCOR Energy Products, LLC
945 Bunker Hill, Suite 650
 Country: Houston, TX 77024
 Individu Limited Liability Company - Oklahoma, USA

- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
see attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 05501.400 (Circor)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Doris Ka
Signature

June 22, 2020
Date

Doris Ka
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Release of Security Interest in Certain Trademarks

This **Release of Security Interest in Certain Trademarks** (the “Trademark Release”), dated as of June 19, 2020 (the “Effective Date”), is made by DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) and the grantors listed on the signature page hereto (each a “Grantor” and collectively, the “Grantors”). Collateral Agent and Grantors are sometimes referred herein as each a “Party” and, collectively, the “Parties.”

WHEREAS, pursuant to that certain Security Agreement, dated as of December 11, 2017, by and among the collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, in its capacity as Agent, a security interest in and to certain Trademarks, including those trademarks set forth in Schedule A, hereto, including all renewals and extensions in connection therewith, collectively, the “Released Collateral.”

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of December 11, 2017 (the “Trademark Security Agreement”), for a recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 11, 2017 at Reel 6225, Frame 0024;

WHEREAS, the Collateral Agent has agreed to release, discharge, terminate and cancel its security interest in the Released Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral agent hereby represents, warrants, covenants and agrees, for the benefit of Grantors, as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement or the Trademark Security Agreement, and used herein, have the meaning given to them in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Collateral Agent hereby, without representation or warranty, terminates, releases, and discharges all of its security interest in all of Grantors’ present and future right, title and interest in and to the Released Collateral, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title, or interest in and to the Released Collateral under the Trademark Security Agreement, the Collateral Agent, hereby, without representation or warranty, re-transfers, re-conveys, and re-assigns such right, title, or interest to the Grantors. This Release is applicable only and solely with respect to the Released Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Collateral Agent’s security interest,

liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

3. Further Assurances. Collateral Agent hereby authorizes Grantor to record this Trademark Release with the USPTO. Collateral Agent hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor's sole expense and as may be reasonably requested by Grantor, as may be reasonably necessary to effect the release of the security interest in the Released Collateral contemplated hereby.

4. Counterparts. This Trademark Release may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Release electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Trademark Release.

5. Successors and Assigns. This Trademark Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

6. Severability. Each provision of this Trademark Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Release is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Release shall remain in full force and effect.

7. Governing Law. This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Trademark Release to be duly executed by their authorized representatives as of the Effective Date.

GRANTOR:

CIRCOR INTERNATIONAL, INC.

By: 

Name: Scott Buckhout

Title: President and Chief Executive Officer

CIRCOR ENERGY PRODUCTS, LLC


By: 

Name: Gregory Bowen

Title: Vice President

COLLATERAL AGENT:

DEUTSCHE BANK AG NEW YORK BRANCH

By: 
Name: Michael Strobel
Title: Vice President
 michael.p.strobel@db.com
 212-250-0939

By: 
Name: Yumi Okabe
Title: Vice President
 Email: yumi.okabe@db.com
 Tel: +44 (20) 754-19412

SCHEDULE A

Trademarks:

Trademark	Owner	Jurisdiction	Status	App. No.	App. Date	Reg. No.	Reg. Date
CONTROMATICS	CIRCOR International, Inc.	USA	Registered	86/885,641	1/25/2016	5,031,707	8/30/2016
K F (Block)	CIRCOR Energy Products, Inc.	USA	Registered	74/501,076	3/14/1994	1,929,208	10/24/1995
K F and Design	CIRCOR Energy Products, Inc.	USA	Registered	74/501,104	3/14/1994	1,937,852	11/28/1995
K F Stylized (flame design)	CIRCOR Energy Products, Inc.	USA	Registered	78/846,897	3/27/2006	3,222,219	3/27/2007
HALE	CIRCOR Energy Products, Inc.	USA	Registered	74/151,308	3/25/1991	1,729,151	11/3/1992
HALE (Stylized)	CIRCOR Energy Products, Inc.	USA	Registered	72/366,663	7/30/1970	912,279	6/8/1971