

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tecum Capital Partners II, L.P.		08/07/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	THE MARWIN COMPANY, INC.		
Street Address:	107 McQueen Street		
City:	West Columbia		
State/Country:	SOUTH CAROLINA		
Postal Code:	29172		
Entity Type:	Corporation: SOUTH CAROLINA		
Name:	MARWIN BUYER, INC.		
Street Address:	107 McQueen Street		
City:	West Columbia		
State/Country:	SOUTH CAROLINA		
Postal Code:	29172		
Entity Type:	Corporation: DELAWARE		
Name:	MARWIN WEST, INC.		
Street Address:	107 McQueen Street		
City:	West Columbia		
State/Country:	SOUTH CAROLINA		
Postal Code:	29172		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5190181	MAKE SURE IT'S MARWIN-MADE.	
Registration Number:	5181606	MARWIN	
Registration Number:	4714312	ONE TOUCH	
Registration Number:	4146149	THERMABLOC	
Registration Number:	4755137	THERMACAP	
CORRESPONDENCE DATA			

OP \$140.00 5190181

Fax Number: 4123942555

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: 4123947767

Email: traip@clarkhill.com

Correspondent Name: Paul D. Bangor, Jr., Esquire

Address Line 1: 301 Grant Street, 14th Floor

Address Line 2: One Oxford Centre

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	43986.314802
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NAME OF SUBMITTER:	Paul D. Bangor, Jr.
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SIGNATURE:	/Paul D. Bangor, Jr./
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DATE SIGNED:	08/13/2020
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Total Attachments: 6

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**TERMINATION AND RELEASE OF
SECURITY INTERESTS IN INTELLECTUAL PROPERTY**

This Termination and Release of Security Interests in Intellectual Property (the "Termination and Release") is granted, as of August 7, 2020, by Tecum Capital Partners II, L.P. (the "TECUM") to THE MARWIN COMPANY, INC., a South Carolina corporation ("Borrower"), MARWIN BUYER, INC., a Delaware corporation and MARWIN WEST, INC., a South Carolina corporation (collectively, "Guarantor" and together with Borrower, the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, effective as May 10, 2017, by and among TECUM and Borrower (as amended, restated, modified or supplemented from time to time, the "Note Purchase Agreement") and that certain Intellectual Property Security Agreement, effective as of May 10, 2017, by and among TECUM and Grantor (as amended, restated, modified or supplemented from time to time, the "IP Security Agreement"), Grantor granted security interests (the "Security Interests") to TECUM in certain intellectual property of Grantor (the "Collateral", as hereinafter defined); and

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on May 17, 2017, at Reel 006061, Frames 0853-0863;

and

WHEREAS, TECUM now desires to terminate and release the entirety of its Security Interests in the Collateral owned by Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, TECUM hereby states as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Grantor's right, title and interest in and to the following:

- (i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the "Trademarks");

- (iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor (the "Copyrights");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

2. Release of Security Interests: TECUM hereby terminates, releases and discharges its Security Interests in the Collateral, and any right, title or interest of TECUM in such Collateral shall hereby immediately cease and become void.

3. Authorization: TECUM hereby authorizes and directs the Commissioner of the United States Patent and Trademark Office, as well as the intellectual property offices of any other jurisdictions where any Collateral is registered, to release the above-referenced Security Interests.

4. Further Assurances: At the request and sole expense of Grantor, TECUM shall execute and deliver to the Grantor any such additional documents as Grantor may reasonably request to evidence the termination and release of the Security Interests.

5. Miscellaneous. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Note Purchase Agreement and/or the IP Security Agreement to the extent defined therein.

* * *

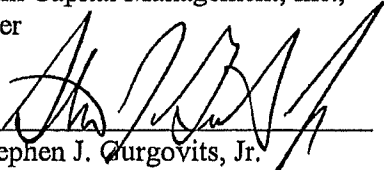
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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

TECUM CAPITAL PARTNERS II, L.P.

By: Tecum Capital Partners II, LLC, its
general partner

By: Tecum Capital Management, Inc.,
its manager

By: 
Name: Stephen J. Gurgovits, Jr.
Title: President and Chief Executive Officer

[Signature Page to Termination and Release of Security Interests in Intellectual Property]

260452170

TRADEMARK
REEL: 007020 FRAME: 0760

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner Information
MAKE SURE IT'S MARWIN MADE	87168319 (September 12, 2016)	5190181 (April 25, 2017)	The Marwin Company, Inc. (South Carolina Corp.) West Columbia, South Carolina
MARWIN	87168538 (September 12, 2016)	5181606 (April 11, 2017)	The Marwin Company, Inc. (South Carolina Corp.) West Columbia, South Carolina
ONE TOUCH	86422799 (October 14, 2014)	4714312 (March 31, 2015)	The Marwin Company, Inc. (South Carolina Corp.) West Columbia, South Carolina
THERMABLOC	85428266 (September 21, 2011)	4146149 (May 22, 2012)	The Marwin Company, Inc. (South Carolina Corp.) West Columbia, South Carolina
THERMACAP	86422387 (October 13, 2014)	4755137 (June 16, 2015)	The Marwin Company, Inc. (South Carolina Corp.) West Columbia, South Carolina

SCHEDULE C

COPYRIGHTS

None.

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RECORDED: 08/13/2020

**TRADEMARK
REEL: 007020 FRAME: 0763**