# OP \$140.00 519018

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM591909

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COMERICA BANK		08/07/2020	banking association: TEXAS

### **RECEIVING PARTY DATA**

THE MARWIN COMPANY, INC.
107 McQueen Street
West Columbia
SOUTH CAROLINA
29172
Corporation: SOUTH CAROLINA
MARWIN BUYER, INC.
107 McQueen Street
West Columbia
SOUTH CAROLINA
29172
Corporation: DELAWARE
MARWIN WEST, INC.
109 Cypress Drive
Mount Pleasant
TEXAS
75455
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:	4755137	THERMACAP
Registration Number:	4714312	ONE TOUCH
Registration Number:	4146149	THERMABLOC

### **CORRESPONDENCE DATA**

TRADEMARK REEL: 007021 FRAME: 0274

900564083

**Fax Number:** 8046982196

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:** 804 775 1846

**Email:** edavenport@mcguirewoods.com

Correspondent Name: Stephanie A. Martinez, McGuireWoods LLP

Address Line 1: 800 East Canal Street

Address Line 2: Gateway Plaza

Address Line 4: Richmond, VIRGINIA 23219-3916

NAME OF SUBMITTER:	Emily S. Voorheis
SIGNATURE:	/Emily S. Voorheis/
DATE SIGNED:	08/13/2020

### **Total Attachments: 3**

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TRADEMARK REEL: 007021 FRAME: 0275

# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement, (this "Release Agreement"), dated as of August 7, 2020, is made by **COMERICA BANK** (the "Secured Party") in favor of **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 "Grantors").

**WHEREAS**, the Borrower and the Secured Party entered into that certain Credit Agreement, dated as of May 10, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "<u>Credit Agreement</u>");

WHEREAS, in connection with the Credit Agreement, the Grantors and the Secured Party entered into that certain Security Agreement, dated as of May 10, 2017, (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement") and the Intellectual Property Security Agreement recorded with the United States Patent and Trademark Office on May 10, 2017 at Reel 6054, Frame 0171 (the "IP Security Agreement"), whereby the Grantors granted Secured Party a security interest in the Collateral (as that term is defined in the IP Security Agreement), including the trademarks set forth on Schedule A attached hereto;

**WHEREAS**, the obligations secured by said Security Agreement have been paid in full or otherwise satisfied; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest and all of its right, title and interest in the Collateral, as herein provided.

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

- 1. Release and Assignment. The Secured Party hereby discharges, terminates and releases its security interest in all of the Collateral (as that term is defined in the IP Security Agreement) secured by or pursuant to the Credit Agreement, the IP Security Agreement, or the Security Agreement, and the Secured Party hereby assigns and transfers to the Grantors, without recourse, all of the Secured Party's right, title and interest in and to the Collateral and the related registrations and goodwill, effective as of the date set forth above.
- 2. <u>Further Assurances</u>. The Secured Party hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release Agreement at the Grantors' sole cost and expense.

[Signature Page Follows.]

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY COLLATERAL

4817-0323-5271v.2 3134-1939

TRADEMARK REEL: 007021 FRAME: 0276 IN WITNESS WHEREOF, the Secured Party has executed this Termination and Release of Intellectual Property Security Agreement as of the date written above.

SECURED PARTY:

COMERICA BANK

Reena Thomas

Vice President

# **SCHEDULE A**

# **Federal Trademarks**

Mark	Application No.	Reg. No.	Reg. Date
MAKE SURE IT'S MARWIN-MADE.	87168319	5190181	04/25/2017
MARWIN	87168538	5181606	04/11/2017
THERMACAP	86422387	4755137	06/16/2015
ONE TOUCH	86422799	4714312	03/31/2015
THERMABLOC (Stylized)	85428266	4146149	05/22/2012

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY COLLATERAL – SCHEDULE A

**RECORDED: 08/13/2020** 

TRADEMARK
REEL: 007021 FRAME: 0278