

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724600

| | | | |
|---|---------------------------------|-----------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Patriot Capital III SBIC, L.P. | | 04/27/2022 | Limited Partnership: |
| Abacus Finance Group, LLC | | 04/27/2022 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Metaltec Steel Abrasive Company | | |
| Street Address: | 4155 Joy Road | | |
| City: | Canton | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48187-2056 | | |
| Entity Type: | Corporation: MICHIGAN | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2175900 | METALTEC STEEL ABRASIVE CO. | |
| Registration Number: | 1891894 | | |
| Registration Number: | 1971735 | ULTRA-BLAST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3122363241 | | |
| <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: | 312-236-3003 | | |
| Email: | SMOSTELLER@GOULDTRATNER.COM | | |
| Correspondent Name: | SUSAN MOSTELLER | | |
| Address Line 1: | 222 N LASALLE ST | | |
| Address Line 2: | Ste 300 | | |
| Address Line 4: | CHICAGO, ILLINOIS 60601 | | |
| NAME OF SUBMITTER: | Susan Mosteller | | |
| SIGNATURE: | /Susan Mosteller/ | | |
| DATE SIGNED: | 04/28/2022 | | |
| Total Attachments: 6 | | | |
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| source=14 Metaltec Acquisition - Abacus - Trademark Release#page2.tif | | | |

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”) dated as of April 27, 2022, from Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders (the “Agent”), in favor of METALTEC STEEL ABRASIVE COMPANY, a Michigan company (the “Grantor”).

WITNESSETH:

WHEREAS, in connection with the Trademark Security Agreement, dated as of October 10, 2014 (as may have been amended, supplemented or otherwise modified prior to the date hereof, the “Trademark Security Agreement”), the Grantor granted the Agent a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement) (all capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth or referenced in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the “USPTO”) on October 10, 2014 at Reel 005379, Frame 0176 (the “Assignment Filing”); and

WHEREAS, the Agent now wishes to release its liens on, and security interests in, the Trademarks Collateral, including, without limitation, the trademarks set forth on Schedule A attached hereto.

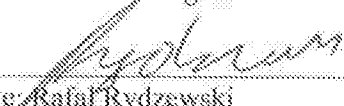
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby terminates the Trademark Security Agreement and terminates, releases and discharges all of its security interest in the Trademark Collateral, including any associated goodwill or common law rights, and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to the Grantor.
2. Recordation. The Grantor or its authorized agent is authorized to record this Agreement with the USPTO and the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau.
3. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be construed in accordance with and governed by the laws of the State of New York.
4. Further Assurances. The Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by Grantor, and at Grantor’s cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

(Signature page follows)

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

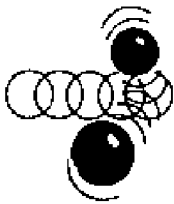
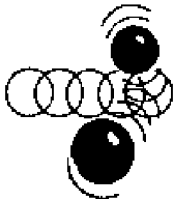
ABACUS FINANCE GROUP, LLC,
as Administrative Agent

By: 
Name: Rafal Rydzewski
Title: Senior Vice President

Schedule A

TRADEMARK REGISTRATIONS

TRADEMARK REGISTRATIONS

| Grantor | Trademark | Registration Number | Registration Date |
|---------------------------------|--|---------------------|-------------------|
| Metaltec Steel Abrasive Company | METALTEC STEEL ABRASIVE CO. | 2175900 | July 28, 1998 |
| Metaltec Steel Abrasive Company |  | 1891894 | May 2, 1995 |
| Metaltec Steel Abrasive Company | ULTRA-BLAST | 1971735 | April 30, 1996 |
| Metaltec Steel Abrasive Company |  | M15079 | December 3, 1992 |

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made in favor of Metaltec Steel Abrasive Company, a Michigan corporation ("Grantor"), by Patriot Capital III SBIC, L.P., in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Agent").

WHEREAS, Grantor has granted to the Agent a lien on and security interest in all of Grantor's right, title and interest in and to the trademarks, trademark applications, trademark registrations, and any and all goodwill associated therewith set forth on Schedule 1 attached hereto (collectively, the "Trademarks") subject to the terms and conditions of the Senior Subordinated Credit Agreement, dated as of October 10, 2014, among the Grantor, the lenders from time to time party thereto (the "Lenders") and the Agent ("Credit Agreement");

WHEREAS, the Agent's lien and security interest in the Trademarks was recorded with the United States Patent and Trademark Office on October 21, 2014 at Reel/Frame 5384/0822;

WHEREAS, Grantor has paid all of its outstanding indebtedness to the Agent and the Lenders; and

WHEREAS, the Agent wishes to terminate, cancel and release all liens and security interests it has in and on the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels and releases all liens and security interests it has in and on (i) the Trademarks; (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Trademarks; (iii) all of the goodwill of the businesses in which the Trademarks are associated; and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Trademarks or unfair competition regarding the same.

The Agent shall take all further actions, and provide to Grantor all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representatives as of this 27 day of April, 2022.

PATRIOT CAPITAL III SBIC, L.P.,
as Administrative Agent

By: Patriot Partners III SBIC, LLC
its General Partner

By: 

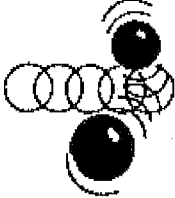
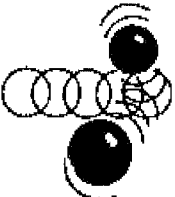
Name:

Title:

Dan Yardley
Managing Director

SCHEDULE 1

Trademarks

| Grantor | Trademark | Registration Number | Registration Date |
|--|--|----------------------------|--------------------------|
| Metaltec Steel Abrasive Company | METALTEC STEEL ABRASIVE CO. | 2175900 | July 28, 1998 |
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