

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release (Reel 7454 / Frame 0010)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		11/02/2022	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Woods Equipment Company		
Street Address:	2606 S. IL Rt 2		
City:	Oregon		
State/Country:	ILLINOIS		
Postal Code:	61061		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1396482	CF	
Registration Number:	1005542	JAW	
Registration Number:	684757	WAIN ROY	
Registration Number:	1182720	GANNON	
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>			
Phone:	8007130755		
Email:	ted.mulligan@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:	11/04/2022		
Total Attachments: 6			
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OP \$115.00 1396482

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of November 2, 2022 (the “Effective Date”), is made BANK OF AMERICA, N.A., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of WOODS EQUIPMENT COMPANY, a Delaware corporation (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of October 15, 2021, 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 Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of October 15, 2021 (the “Trademark Security Agreement”), for 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 October 15, 2021 at Reel/Frame 7454/0010;

WHEREAS, in reliance on the Borrower’s representations and warranties concerning the transactions referenced in that certain Responsible Officer’s Certificate, dated as of the date hereof, the Collateral Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral set forth Schedule I attached hereto (the “Released Trademark Collateral”), arising under the Security Agreement and Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Limitation. The Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral 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 interests, liens, rights, titles and interest in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments),

reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

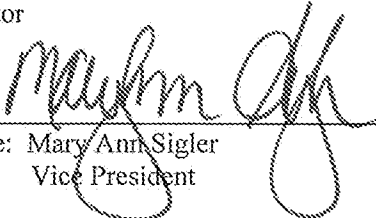

[signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its
capacity as collateral agent for the Lenders**

By: 
Name: Priscilla Ruffin
Title: AVP

WOODS EQUIPMENT COMPANY, as
Grantor


By: 
Name: Mary Ann Sigler
Title: Vice President 

[Signature Page to Partial Release of Security Interests in Specified Trademarks]

TRADEMARK
REEL: 007911 FRAME: 0230

SCHEDULE I

Trademarks:

	Owner	Trademark	Reg. No.	Reg. Date
1.	Woods Equipment Company	CF & DESIGN 	1396482	6/10/1986
2.	Woods Equipment Company	JAW	1005542	2/25/1975
3.	Woods Equipment Company	WAIN ROY	684757	9/8/1959
4.	Woods Equipment Company	GANNON	1182720	12/22/1981

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):

Bank of America, N.A.

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 2, 2022

- Assignment
- Security Agreement
- Other Partial Release (Reel 7454 / Frame 0010)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Woods Equipment Company

Street Address: 2606 S. IL Rt 2

City: Oregon

State: IL

Country: USA Zip: 61061

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware, USA
- 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 I

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: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.2213 (Term)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

4

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

November 3, 2022

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