

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779772

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CYPRIMUM INVESTORS LP		01/05/2023	Limited Partnership: DELAWARE
CYPRIMUM PARALLEL INVESTORS V LP		01/05/2023	Limited Partnership: DELAWARE
1492 CAPITAL, LLC		01/05/2023	Limited Liability Company: OHIO
NATIONWIDE DEFINED BENEFIT MASTER TRUST		01/05/2023	Employee Pension Plan: NEW YORK

RECEIVING PARTY DATA

Name:	ENDURA PRODUCTS, LLC
Street Address:	1242 EAST 5TH AVENUE
City:	TAMPA
State/Country:	FLORIDA
Postal Code:	33605
Entity Type:	Limited Liability Company: NORTH CAROLINA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2423879	TRILENNIUM
Registration Number:	2556436	SIMPLE SOLUTION
Registration Number:	2980951	
Registration Number:	2997237	FORCE 5
Registration Number:	4011304	PERFORMANCE STANDARD
Registration Number:	4011305	ENDURA PERFORMANCE STANDARD
Registration Number:	5152038	LOCKSTEP
Registration Number:	5152039	VULCANUS
Registration Number:	5196777	AMICTUS
Registration Number:	5197310	TRILAST
Registration Number:	5382412	BADGER BOARD
Registration Number:	5454178	POWERED BY ENDURA
Registration Number:	5561021	THE DOOR OF THE FUTURE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5729966	VERSAPAN
Registration Number:	5857244	ENTRYSYNC
Registration Number:	5857248	
Registration Number:	5889314	Z-ARTICULATING CAP SILL
Registration Number:	5889318	RDS
Serial Number:	88392142	POWERED BY ENDURA
Serial Number:	88661752	PANOLOCK
Serial Number:	88330114	Z-AC

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592

Email: ksolomon@stblaw.com

Correspondent Name: COURTNEY WELSHIMER, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 061810/0022

NAME OF SUBMITTER: COURTNEY WELSHIMER

SIGNATURE: /CW/

DATE SIGNED: 01/10/2023

Total Attachments: 5

source=IP Termination and Release of Security Interest - Endura Products (of RF 6812-0101) Executed#page1.tif

source=IP Termination and Release of Security Interest - Endura Products (of RF 6812-0101) Executed#page2.tif

source=IP Termination and Release of Security Interest - Endura Products (of RF 6812-0101) Executed#page3.tif

source=IP Termination and Release of Security Interest - Endura Products (of RF 6812-0101) Executed#page4.tif

source=IP Termination and Release of Security Interest - Endura Products (of RF 6812-0101) Executed#page5.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 5, 2023 (“Release”), is made by CYPRIUM INVESTORS LP, a Delaware limited partnership, CYPRIUM PARALLEL INVESTORS V LP, a Delaware limited partnership, 1492 CAPITAL, LLC, an Ohio limited liability company, and NATIONWIDE DEFINED BENEFIT MASTER TRUST, an employee pension plan organized in New York (together, the “Secured Parties” and each a “Secured Party”) in favor of ENDURA PRODUCTS, LLC, a North Carolina limited liability company (“Obligor”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of December 2, 2019 (as amended, restated, amended and restated, modified, supplemented, increased, extended, restated, renewed, refinanced or replaced from time to time, the “Security Agreement”) by and among the Obligor, the other obligors from time to time party thereto, and the Secured Parties, to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, Obligor granted to the Secured Parties a continuing security interest in, and a right to set off against, any and all right, title and interest of Obligor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, the Obligor executed and delivered to Secured Parties the Notice of Grant of Security Interest in Trademarks (“Trademark Notice”), which was recorded at the United States Patent and Trademark Office (“USPTO”) on December 10, 2019 at Reel 6812 Frame 0101

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Parties and the Obligor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Notice.

SECTION 2. Termination and Release. Each Secured Party, without any representation, warranty, recourse, or undertaking of any kind, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of the Obligor in and to the Trademark Collateral, including, but not limited to, registrations and trademark applications listed on Schedule A attached hereto, and any right, title or interest of such Secured Party in the Trademark Collateral shall hereby cease and become void. If and to the extent such Secured Party has acquired any right, title or interest in the Trademark Collateral, including, but not limited to, the trademark registrations and trademark applications listed on Schedule A attached hereto, such Secured Party hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Obligor;

(b) terminates and cancels the Trademark Notice; and

(c) authorizes the recordation of this Release with the USPTO at the Obligor’s expense.

SECTION 3. Further Assurances. Each Secured Party hereby agrees, at the Obligor’s sole cost and expense, to execute, acknowledge, procure and deliver to the Obligor any further documents and

do such further acts as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Secured Party has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

CYPRIMUM INVESTORS V LP,
as a Secured Party

By: Cyprium V Management LLC, its General Partner

By: Cyprium Investment Partners, LLC, its manager

By: *Andrew J. Harris*
Name: *Andrew J. Harris*
Title: *Partner*

CYPRIMUM PARALLEL INVESTORS V LP,
as a Secured Party

By: Cyprium V Management LLC, its General Partner

By: Cyprium Investment Partners, LLC, its manager

By: *Andrew J. Harris*
Name: *Andrew J. Harris*
Title: *Partner*

1492 CAPITAL LLC,
as a Secured Party

By: _____
Name:
Title:

NATIONWIDE DEFINED BENEFIT MASTER
TRUST,
as a Secured Party

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Secured Party has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

CYPRIUM INVESTORS V LP,
as a Secured Party

By: Cyprum V Management LLC, its General Partner

By: Cyprum Investment Partners, LLC, its manager

By: _____
Name:
Title:

CYPRIUM PARALLEL INVESTORS V LP,
as a Secured Party

By: Cyprum V Management LLC, its General Partner

By: Cyprum Investment Partners, LLC, its manager

By: _____
Name:
Title:

1492 CAPITAL LLC,
as a Secured Party

HN By: Matthew A. Wilson
Name: Matthew A. Wilson
Title: Senior Investment Professional

NATIONWIDE DEFINED BENEFIT MASTER TRUST,
as a Secured Party

HN By: Matthew A. Wilson
Name: Matthew A. Wilson
Title: Senior Investment Professional

Schedule A

U.S. Trademark Registrations and Trademark Applications

Registrations

<u>Mark</u>	<u>Registration No.</u>
TRILENNIUM	2423879
SIMPLE SOLUTION	2556436
design only	2980951
FORCE 5	2997237
PERFORMANCE STANDARD	4011304
ENDURA PERFORMANCE STANDARD	4011305
LOCKSTEP	5152038
VULCANUS	5152039
AMICTUS	5196777
TRILAST	5197310
BADGER BOARD	5382412
POWERED BY ENDURA	5454178
THE DOOR OF THE FUTURE	5561021
VERSAPAN	5729966
ENTRYSYNC	5857244
ENTRYSYNC LOGO	5857248
Z- ARTICULATING CAP SILL	5889314
RDS	5889318

Applications

<u>Mark</u>	<u>Serial No.</u>
POWERED BY ENDURA	88392142
PANOLOCK	88661752
Z-AC	88330114