

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		03/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LYDALL, INC.		
Street Address:	600 RIVERWALK PARKWAY		
Internal Address:	SUITE 120		
City:	TONAWANDA		
State/Country:	NEW YORK		
Postal Code:	14150		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2620747	AMS	
Registration Number:	2916582	DBCORE	
Registration Number:	2424969	DBLYTE	
Registration Number:	3540977	FLEXSHIELD	
Registration Number:	4535669	FLUX	
Registration Number:	1627121	LYTHERM	
Registration Number:	2328380	ZERO CLEARANCE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	46320-1		

CH \$190.00 2620747

NAME OF SUBMITTER:	SUSAN ZABLOCKI
SIGNATURE:	/susan zablocki/
DATE SIGNED:	03/31/2023
Total Attachments: 4 source=Alkegen - Release of Security Interest in Trademark Collateral Executed(140452367.2)_ (95339373_1)#page1.tif source=Alkegen - Release of Security Interest in Trademark Collateral Executed(140452367.2)_ (95339373_1)#page2.tif source=Alkegen - Release of Security Interest in Trademark Collateral Executed(140452367.2)_ (95339373_1)#page3.tif source=Alkegen - Release of Security Interest in Trademark Collateral Executed(140452367.2)_ (95339373_1)#page4.tif	

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (the “Release”) is dated as of March 31, 2023 and made by MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) in favor of LYDALL, INC., a Delaware corporation (the “Pledgor”). Capitalized terms used, but not otherwise defined herein have the meanings assigned to them in the Trademark Security Agreement, the Security Agreement, or the Credit Agreement (each as defined below), as applicable.

WITNESSETH

WHEREAS, ASP Unifrax Holdings, Inc., a Delaware corporation, Ulysses Parent, Inc., a Delaware corporation, certain other guarantors from time to time, certain lenders and issuing banks from time to time, and certain agents, including the Collateral Agent, entered into that certain First Lien Credit Agreement, dated as of December 14, 2018 (as amended, restated, amended and restated, modified or supplemented from time to time, the “Credit Agreement”);

WHEREAS, the Pledgor is a party to that certain First Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Pledgor executed and delivered to the Collateral Agent that certain First Lien Trademark Security Agreement, dated as of October 1, 2021 (the “Trademark Security Agreement”) and recorded with the United States Patent and Trademark Office on October 1, 2021 at Reel/Frame No. 7440/0159, pursuant to which the Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the Trademark Collateral;

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement, dated as of the date hereof (the “IP Assignment Agreement”), by the Pledgor and Lydall Thermal/Acoustical, Inc., a Delaware corporation (“TAS”), in favor of L International IP Holdings, LLC, a Delaware limited liability company (“Buyer IP Holdco”), the Pledgor and TAS agreed to sell, assign, transfer, convey and deliver (the “IP Sale”; the Proceeds of the IP Sale that are paid or payable to or for the benefit of the Pledgor or any of its Affiliates in connection with the IP Sale, including any and all cash proceeds, are hereinafter referred to as the “IP Sale Proceeds”) to Buyer IP Holdco certain Assigned IP (as defined in the IP Assignment Agreement as in effect on the date hereof);

WHEREAS, the Trademark Collateral includes certain of the Assigned IP, specifically the trademarks and trademark applications set forth in Schedule 1 attached hereto and incorporated herein by this reference (collectively, the “Assigned Trademarks”);

WHEREAS, the Collateral Agent has agreed to release its Lien on and security interest in all of the right, title and interest in, to and under the Assigned Trademarks, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto, and (iv) all Proceeds of any and all of the foregoing (other than, for the avoidance of doubt, the IP Sale Proceeds) (collectively, the “Released Trademark Collateral”), and to reconvey any and all of its right, title, and interest in, to and under the Released Trademark Collateral to the Pledgor; and

WHEREAS, the security interest in the remaining Trademark Collateral (including, for the avoidance of doubt, all trademarks and trademark applications listed in Schedule 1 to the Trademark Security Agreement other than the Assigned Trademarks and all other Trademark Collateral that does not constitute Released Trademark Collateral) granted to the Collateral Agent pursuant to the Trademark Security Agreement and the security interest in all of the IP Sale Proceeds granted to the Collateral Agent pursuant to the Trademark Security Agreement and the other Security Documents (all of the foregoing, collectively, the “Remaining Collateral”) will be unaffected by this Release and such security interest in the Remaining Collateral will continue in full force and effect.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby unconditionally and irrevocably, without recourse, representation, or warranty of any kind or nature, for the benefit of the Pledgor (and its successors and assigns), (i) releases, terminates, cancels, relinquishes, and forever discharges, in its entirety, its Lien on and security interest in all right, title and interest in, to and under the Released Trademark Collateral, and (ii) retransfers, reassigns, and reconveys to the Pledgor any right, title and/or interest the Collateral Agent may have in, to or under the Released Trademark Collateral. The Collateral Agent shall retain its security interest in all Remaining Collateral.

This Release shall be construed in accordance with and governed by the law of the State of New York.

The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this Release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

TRADEMARKS

Trademark	Country	Appl. No.	Reg. No.	Status	Owner
AMS	United States	76278323	2,620,747	Registered	Lydall, Inc.
DBCORE	United States	76389099	2,916,582	Registered	Lydall, Inc.
DBLYTE (Stylized)	United States	75853275	2,424,969	Registered	Lydall, Inc.
FLEXSHIELD	United States	77/156,248	3,540,977	Registered	Lydall, Inc.
FLUX	United States	85805052	4,535,669	Registered	Lydall, Inc.
LYTHERM	United States	74/023,682	1627121	Registered	Lydall, Inc.
ZERO CLEARANCE	United States	75555180	2,328,380	Registered	Lydall, Inc.