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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI14478
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC		02/07/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	Carnegie-FER, LLC		
Street Address:	210 Littleton Road, Suite 100		
City:	Westford		
State/Country:	MASSACHUSETTS		
Postal Code:	01886		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4595593	FIRE ENGINE RED
Registration Number:	3355708	FIRE ENGINE RED

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 3125778438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	Raquel Haleem
DATE SIGNED:	02/08/2024

Total Attachments: 3

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> TRADEMARK REEL: 008340 FRAME: 0848

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February 7, 2024, by MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Carnegie-FER, LLC, a Delaware limited liability company ("<u>Grantor</u>") and Secured Party were parties to that certain Trademark Security Agreement dated as November 30, 2023 (the "<u>Security Agreement</u>") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on <u>Schedule 1</u> hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 30, 2023, at Reel 8274, Frame 0350;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party's security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):
 - (i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
 - (ii) all renewals and extensions of the foregoing;
 - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

[Signature Page Follows]

TRADEMARK REEL: 008340 FRAME: 0849 IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC

By: 0 ~ 1 /

Name: David Kulakofsky

Title: Duly Authorized Signatory

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS AND APPLICATIONS

Mark	Application	Registration	Registration	Status of	Owner/	Lien
	Date	No.	Date	Mark	Applicant	Information
FIRE ENGINE RED	July 25, 2013	4,595,593	September 2, 2014	Registered	Carnegie- FER, LLC	N/A
FIRE ENGINE RED	April 3, 2007	3,355,708	December 18, 2007	Registered	Carnegie- FER, LLC	N/A

RECORDED: 02/08/2024

TRADEMARK REEL: 008340 FRAME: 0851