

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI117061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC		10/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Michael Stapleton Associates, Ltd.		
Street Address:	450 Exchange		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92602		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4238419	IN THE BUSINESS OF BUSINESS AS USUAL	
Registration Number:	4111173	MSA SECURITY	
Registration Number:	4152717	MSA SECURITY	
Registration Number:	4120667	SMARTTECH	
Registration Number:	4712707	SMARTTECH CHEM	
CORRESPONDENCE DATA			
Fax Number:	3474021997		
<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:	2123732619		
Email:	kshmorhun@paulweiss.com,rlyne@paulweiss.com		
Correspondent Name:	Katerina Shmorhun		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	024345-00001		
NAME OF SUBMITTER:	Katerina Shmorhun		
SIGNATURE:	Katerina Shmorhun		
DATE SIGNED:	03/25/2024		

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Total Attachments: 3

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 22, 2021, by MADISON CAPITAL FUNDING LLC (“Agent”) as collateral agent for the Lenders and other secured parties (“Secured Parties”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Michael Stapleton Associates, Ltd., a Delaware corporation (“Grantor”) and Agent are parties to that certain Trademark Security Agreement dated as of June 30, 2015 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Agent for the ratable benefit of the Secured Parties in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 30, 2015, as Document Number 900329532, at Reel 5565, Frame 0987;

WHEREAS, Grantor has requested that Agent, for itself and on behalf of the Secured Parties, release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has in any and all right, title and interest that it may have, in, to and under the following (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Agent agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Trademark Release and Reassignment.

[Signature Page Follows]

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

MADISON CAPITAL FUNDING LLC

By: William Yoon
Name: William Yoon
Title: Vice President

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
IN THE BUSINESS OF BUSINESS AS USUAL	4,238,419	11/6/2012	US
MSA SECURITY	4,111,173	3/13/2012	US
MSA SECURITY/DESIGN	4,152,717	6/5/2012	US
SMARTTECH	4,120,667	4/3/2012	US
SMARTTECH CHEM	4,712,707	3/31/2015	US

Trademark Applications

None.