

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI171636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property recorded at Reel 6747 Frame 0516		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as collateral agent		03/22/2024	Chartered Bank: NEW YORK
RECEIVING PARTY DATA			
Company Name:	S & S Tool & Supply, Inc.		
Street Address:	2700 Maxwell Way		
City:	Fairfield		
State/Country:	CALIFORNIA		
Postal Code:	94534		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3114172	S AND S SUPPLIES & SOLUTIONS "WE TAKE IT PERSONALLY"	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(202)835-7507		
Email:	JRamos@milbank.com,DCIP@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	34408.00138		
NAME OF SUBMITTER:	JAVIER RAMOS		
SIGNATURE:	JAVIER RAMOS		
DATE SIGNED:	04/18/2024		
Total Attachments: 3			
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Release of Security Interest in Intellectual Property

This Release of Security Interest in Intellectual Property, dated as of March 22, 2024 (the “Release”), is made by GOLDMAN SACHS BANK USA, as collateral agent (in such capacity, the “Agent”) in favor of S&S TOOL & SUPPLY, INC. (the “Grantor”).

WHEREAS, by (i) that certain Security Agreement, dated as of August 16, 2019, by and among the Grantor, the other grantors party thereto and the Agent (as supplemented by that certain Supplement to Security Agreement, dated as of September 13, 2019, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) that certain related Intellectual Property Security Agreement, dated as of September 13, 2019, in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”; capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or IP Security Agreement, as applicable), which IP Security Agreement was recorded with the United States Patent and Trademark Office on September 17, 2019 at Reel 6747, Frame 0516, Grantor granted to Agent, for the ratable benefit of the Secured Parties, a security interest in and lien on all of Grantor’s right, title and interest in and to the Collateral (as defined in the IP Security Agreement);

WHEREAS, Grantor desires Agent to release, discharge, terminate and cancel its security interest in the Collateral, including, without limitation, the Patents, Trademarks, and Copyrights set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent, on behalf of the Secured Parties, without representation or warranty of any kind and without recourse, hereby fully releases, relinquishes, discharges, terminates and cancels any and all of its lien on all right, title and interest in and to the Collateral and assigns, reassigns, transfers and conveys to each Grantor any and all of its rights, title and interests in the Collateral.


The Agent authorizes the Grantor (or its representatives or designees) to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Agent agrees to execute and deliver to the Grantor other instruments and other documents and do all further acts which the Grantor (or its representatives or designees) reasonably request, at the Grantor’s sole cost and expense, as may be necessary to release the lien on and security interest in the Collateral which had been granted under the IP Security Agreement.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]


GOLDMAN SACHS BANK USA, as Collateral Agent

By:


Authorized Signatory Douglas Tansey
Authorized Signatory

Schedule I

United States Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
S & S TOOL & SUPPLY, INC.	S & S Supplies & Solutions "WE TAKE IT PERSONALLY"  S & S SUPPLIES & SOLUTIONS <i>We Take It Personally</i>	3114172