# OP \$265.00.00 8733321

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI205055

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS AT R/F

6918/0326

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, AS COLLATERAL AGENT		05/01/2024	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Company Name:	METAL-ERA, LLC
Street Address:	1600 AIRPORT ROAD
City:	WAUKESHA
State/Country:	WISCONSIN
Postal Code:	53188
Entity Type:	Limited Liability Company: WISCONSIN

### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	5403149	ELIMINAILER
Registration Number:	4767321	A NEW DEGREE OF VENTILATION
Registration Number:	4688779	ECO-PERF
Registration Number:	3654540	METAL-ERA
Registration Number:	3654535	ME
Registration Number:	3654530	HI-PERF
Registration Number:	3654518	EDGE SYSTEMS ONE
Registration Number:	1437064	ANCHOR-TITE
Registration Number:	1406466	PERMA-TITE
Registration Number:	1438941	ME

#### CORRESPONDENCE DATA

**Fax Number:** 6123408827

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:** (612)492-6980

**Email:** ip.docket@dorsey.com

Correspondent Name: Julia B. Lisi, Dorsey & Whitney LLP

Address Line 1: 50 South Sixth Street

	e 1500 eapolis, MINNESOTA 55402-1498			
NAME OF SUBMITTER:	Louise Sherman			
SIGNATURE:	Louise Sherman			
DATE SIGNED:	05/01/2024			
Total Attachments: 6 source=Project Warrior - Payoff Letter - Trademark Release and Reassignment (Antares)-v2#page1.tif source=Project Warrior - Payoff Letter - Trademark Release and Reassignment (Antares)-v2#page2.tif source=Project Warrior - Payoff Letter - Trademark Release and Reassignment (Antares)-v2#page3.tif source=Project Warrior - Payoff Letter - Trademark Release and Reassignment (Antares)-v2#page4.tif source=Project Warrior - Payoff Letter - Trademark Release and Reassignment (Antares)-v2#page5.tif source=Project Warrior - Payoff Letter - Trademark Release and Reassignment (Antares)-v2#page6.tif				

#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of May 1, 2024, by ANTARES CAPITAL LP, in its capacity as collateral agent (as such capacity, together with its successors and permitted assigns, "Agent"), in favor of Metal-Era, LLC, a Wisconsin limited liability company ("Metal Era"), Hickman Edge Systems LLC, a Wisconsin limited liability company ("Hickman"), and Citadel Architectural Products, LLC, a Wisconsin limited liability company ("Citadel" and together with Metal Era and Hickman, collectively, the "Grantors" and each a, "Grantor"), pursuant to that certain Pledge and Security Agreement, dated as of April 17, 2020, by and among the Grantors, Agent and the other parties party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or the Trademark Security Agreements (as defined below), as applicable.

#### WITNESSETH:

WHEREAS, Metal Era and Agent are parties to that certain Trademark Security Agreement dated as of April 17, 2020 (the "Metal Era TSA"), pursuant to which Metal Era pledged to the Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in certain Trademark Collateral (as defined below) to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Metal Era TSA was recorded by the Trademark Division of the United States Patent and Trademark Office on April 17, 2020, at Reel 6918, Frame 0326;

WHEREAS, Hickman and Agent are parties to that certain Trademark Security Agreement dated as of January 31, 2021 (the "<u>Hickman TSA</u>"), pursuant to which Hickman pledged to the Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and a security interest in certain Trademark Collateral (as defined below) to Agent, including the Trademarks set forth on <u>Schedule 2</u> hereto;

WHEREAS, the Hickman TSA was recorded by the Trademark Division of the United States Patent and Trademark Office on February 1, 2021, at Reel 7175, Frame 0824;

WHEREAS, Citadel and Agent are parties to that certain Trademark Security Agreement dated as of November 2, 2022 (the "Citadel TSA"; together with the Metal Era TSA and Hickman TSA, collectively, the "Trademark Security Agreements"), pursuant to which Citadel pledged to the Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and a security interest in certain Trademark Collateral (as defined below) to Agent, including the Trademarks set forth on Schedule 3 hereto;

WHEREAS, the Citadel TSA was recorded by the Trademark Division of the United States Patent and Trademark Office on November 3, 2022, at Reel 7875, Frame 0330; and

WHEREAS, Grantors have requested that Agent release its Lien on and security interest in the Trademark Collateral and reassign any and all rights in the same each applicable Grantor.

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

1. Agent hereby releases, terminates and discharges its Lien on and security interest in all of each Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

- (i) all registered Trademarks and pending applications for Trademarks, in any worldwide jurisdiction, of each Grantor, including those listed on Schedules 1, 2 and 3 attached hereto and all goodwill of the business connected with the use of, and symbolized by, any of the foregoing;
- (ii) all income, fees, royalties, damages and payments then or thereafter due and/or payable to each Grantor with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and
  - (iii) all rights to sue for past, present or future infringements thereof.
- 2. Agent hereby reassigns, grants and conveys to the Grantors, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademark Collateral.
- 3. Each Grantor (and any person or entity hereafter holding any right, title or interest in the Trademark Collateral of such Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency.
  - 4. This Release shall be governed by the internal laws of the State of New York.

[Signature Page Follows]

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

ANTARES CAPITAL LP

Adam Chalmons By:

Name: Adam Chalmers

Title: Duly Authorized Signatory

# SCHEDULE 1

## Metal Era TSA Trademarks

Trademark	Jurisdiction	Serial No.	Registration/ Application No.	Owner
ELIMINAILER	U.S.	87333210	5403149	Metal-Era, LLC (as successor in interest to Metal-Era, Inc.)
A NEW DEGREE OF VENTILATION	U.S.	86322300	4767321	Metal-Era, LLC (as successor in interest to Metal-Era, Inc.)
ECO-PERF	U.S.	86356070	4688779	Metal-Era, LLC (as successor in interest to Metal-Era, Inc.)
METAL-ERA	U.S.	77645911	3654540	Metal-Era, LLC (as successor in interest to Metal-Era, Inc.)
ME	U.S.	77645864	3654535	Metal-Era, LLC (as successor in interest to Metal-Era, Inc.)
HI-PERF	U.S.	77645805	3654530	Metal-Era, LLC (as successor in interest to Metal-Era, Inc.)
EDGE SYSTEMS ONE	U.S.	77645665	3654518	Metal-Era, LLC (as successor in interest to Metal-Era, Inc.)
ANCHOR-TITE	U.S.	73579660	1437064	Metal-Era. LLC (as successor in interest to Metal-Era. Inc.)
PERMA-TITE	U.S.	73579586	1406466	Metal-Era. LLC (as successor in interest to Metal-Era. Inc.)
ME	U.S.	73579439	1438941	Metal-Era. LLC (as successor in interest to Metal-Era. Inc.)

# **SCHEDULE 2**

## Hickman TSA Trademarks

Trademark	Jurisdiction	Registration/Application No.	Owner	
Hickman	U.S.	1266849	Hickman Edge Systems LLC	
The Leading Edge	U.S.	1600356	Hickman Edge Systems LLC	
Safeguard	U.S.	1307645	Hickman Edge Systems LLC	
Econosnap	U.S.	1304707	Hickman Edge Systems LLC	
Permasnap	U.S.	1304706	Hickman Edge Systems LLC	
MBED	U.S.	2255288	Hickman Edge Systems LLC	
Stylized Logo drawing	U.S.	1266848	Hickman Edge Systems LLC	

# **SCHEDULE 3**

## Citadel TSA Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date
SINOCORE	76353994	12/14/01	2662767	12/17/02
XYLEM	76350571	12/14/01	2677241	1/21/03
PANEL 20	76350796	12/14/01	2671744	1/7/03
BIOWALL	76350797	12/14/01	2649207	11/12/02
CITADE L ARCHITECTURAL PRODUCTS	76237494	4/2/01	2555654	4/2/02
CLEANCOTE	76034920	4/26/00	2563029	4/23/02
ENVELOPE 2000	76035384	4/26/00	2519518	12/18/01
PANEL 15	76035387	4/26/00	2519519	12/18/01
GLAZEGUARD	76035388	4/26/00	2514509	12/4/01

**RECORDED: 05/01/2024**