

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TM1205071

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|---------------------------------|
| First Commonwealth Bank, | | 04/26/2024 | Chartered Bank: PENNSYLVANIA |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------------|
| Company Name: | Midwest Equipment Sales, LLC |
| Street Address: | 777 Manor Park Drive |
| City: | Columbus |
| State/Country: | OHIO |
| Postal Code: | 43228 |
| Entity Type: | Limited Liability Company: OHIO |
| Company Name: | ClimateRight LLC |
| Street Address: | 777 Manor Park Drive |
| City: | Columbus |
| State/Country: | OHIO |
| Postal Code: | 43228 |
| Entity Type: | Limited Liability Company: OHIO |
| Company Name: | MWE Investments, LLC |
| Street Address: | 777 Manor Park Drive |
| City: | Columbus |
| State/Country: | OHIO |
| Postal Code: | 43228 |
| Entity Type: | Limited Liability Company: OHIO |
| Company Name: | Rainier Outdoor Power Equipment, LLC |
| Street Address: | 777 Manor Park Drive |
| City: | Columbus |
| State/Country: | OHIO |
| Postal Code: | 43228 |
| Entity Type: | Limited Liability Company: OHIO |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|-----------------------|----------|-----------|
| Serial Number: | 88344151 | 20V+ |

| Property Type | Number | Word Mark |
|----------------|----------|--------------|
| Serial Number: | 88399596 | 40VMAX+ |
| Serial Number: | 85910165 | SOLI-CORE |
| Serial Number: | 85271467 | NIGHTHAWK |
| Serial Number: | 85257241 | DURA-FLEX |
| Serial Number: | 88015979 | RAINIER |
| Serial Number: | 76710609 | CLIMATERIGHT |

CORRESPONDENCE DATA

Fax Number:

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: 2163634677
Email: dpoirier@beneschlaw.com
Correspondent Name: MR. Duncan Poirier
Address Line 1: 127 Public Square
Address Line 2: Suite 4900
Address Line 4: Cleveland, OHIO 44114

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 73749-9 |
| NAME OF SUBMITTER: | MR. DUNCAN POIRIER |
| SIGNATURE: | MR. DUNCAN POIRIER |
| DATE SIGNED: | 05/01/2024 |

Total Attachments: 6

source=Termination and Release of Security Interests In Intellectual Property (Executed) - FCB-Midwest Equipment(277074115.1)#page1.tif
source=Termination and Release of Security Interests In Intellectual Property (Executed) - FCB-Midwest Equipment(277074115.1)#page2.tif
source=Termination and Release of Security Interests In Intellectual Property (Executed) - FCB-Midwest Equipment(277074115.1)#page3.tif
source=Termination and Release of Security Interests In Intellectual Property (Executed) - FCB-Midwest Equipment(277074115.1)#page4.tif
source=Termination and Release of Security Interests In Intellectual Property (Executed) - FCB-Midwest Equipment(277074115.1)#page5.tif
source=Termination and Release of Security Interests In Intellectual Property (Executed) - FCB-Midwest Equipment(277074115.1)#page6.tif

**TERMINATION AND RELEASE OF
SECURITY INTERESTS IN INTELLECTUAL PROPERTY**

This Termination and Release of Security Interests in Intellectual Property (the "Termination and Release") is granted, as of April 26, 2024, by the Agent (as hereinafter defined) to each of the Grantors (as hereinafter defined).

WITNESSETH:

WHEREAS, in connection with that certain First Amended and Restated Credit Agreement, dated July 22, 2022, by and among Midwest Equipment Sales, LLC, an Ohio limited liability company ("MWE"), ClimateRight LLC, an Ohio limited liability company ("ClimateRight"), MWE Investments, LLC, an Ohio limited liability company ("MWE Investments"), Rainier Outdoor Power Equipment, LLC, an Ohio limited liability company ("Rainier OPE") (MWE, ClimateRight, MWE Investments and Rainier OPE are, collectively, the "Grantors"), each of the other Borrowers (as defined therein), each of the Guarantors (as defined therein), the Banks (as defined therein) and First Commonwealth Bank, in its capacity as administrative agent for the Banks thereunder (hereinafter referred to in such capacity as the "Agent") (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") and pursuant to that certain Patent, Trademark and Copyright Security Agreement, dated March 6, 2020, by and among the Agent and the Grantors (as amended, restated, modified or supplemented from time to time, the "IP Security Agreement"), Grantors, as applicable, granted security interests (the "Security Interests") to the Agent in the Collateral (as hereinafter defined) of the Grantors, as applicable; and

WHEREAS, the Security Interests were recorded in the United States Patent and Trademark Office on March 6, 2020, at Reel 6884, Frame 0911 and Reel 052042, Frame 0210, respectively; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interests in the Collateral owned by Grantors, as applicable;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of each of the Grantors' respective right, title and interest in and to the following:
 - (i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the "Patents");

- (ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the "Trademarks");
- (iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantors, as applicable (the "Copyrights");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantors, as applicable, accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

2. Release of Security Interests: The Agent hereby terminates, releases and discharges its Security Interests in the Collateral, and any right, title or interest of the Agent in such Collateral shall hereby immediately cease and become void.

3. Authorization: The Agent hereby authorizes and directs the Commissioner of the United States Patent and Trademark Office, as well as the intellectual property offices of any other jurisdictions where any Collateral is registered, to release the above-referenced Security Interests.

4. Further Assurances: At the request and sole expense of Grantors, the Agent shall execute and deliver to the Grantors any such additional documents as Grantors may reasonably request to evidence the termination and release of the Security Interests.

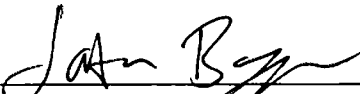
5. Miscellaneous. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement and/or the IP Security Agreement, as applicable, to the extent defined therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

AGENT:

First Commonwealth Bank

By: 
Name: Jason Borgoyne
Title: Senior Vice President

SCHEDULE A


PATENTS

| Patent Title | Country | Filed | Serial No. | Issued | Patent No. | Status | Owner |
|--|---------|---------|------------|---------|------------|-------------------------|----------------------|
| Dual engine generator | US | 2/21/17 | 15438719 | 6/12/18 | 9997977 | Issued | MWE Investments, LLC |
| Automatic portable sump pump backup generator system and method of use | US | 6/15/18 | 16010338 | N/A | N/A | Unpublished application | MWE Investments, LLC |

SCHEDULE B

TRADEMARKS

Registered Trademarks

| Trademark | Country | Filed | Serial No. | Reg. Date | Reg. No. | Status | Owner |
|--|---------|---------|------------|-----------|----------|---|------------------|
| 20V+ | US | 3/18/19 | 88344151 | 10/15/19 | 5883156 | Registered | The Company |
| 40VMAX+ | US | 4/24/19 | 88399596 | 10/1/19 | 5874412 | Registered | The Company |
| SOLI-CORE | US | 4/21/13 | 85910165 | 11/26/13 | 4440194 | Registered; not to be renewed (rights expire 5/26/2020) | The Company |
|  NIGHTHAWK | US | 3/19/11 | 85271467 | 11/29/11 | 4062676 | Registered | The Company |
| DURA-FLEX | US | 3/3/11 | 85257241 | 11/22/11 | 4059220 | Registered | The Company |
| Rainier | US | 6/26/18 | 88015979 | 3/15/19 | 5693815 | Registered | Rainier Outdoor |
| CLIMATERIGHT | US | 2/13/12 | 76710609 | 10/30/12 | 4231761 | Registered | Climateright LLC |

Unregistered Trademarks

None.

SCHEDULE C

COPYRIGHTS

None.