

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI229866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interests (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		05/10/2024	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Company Name:	Electrical Components International, Inc.		
Street Address:	One City Place Drive, Suite 450		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	Corporation: DELAWARE		
Company Name:	American Battery Company, LLC		
Street Address:	930 Washington Street		
City:	Norwood		
State/Country:	MASSACHUSETTS		
Postal Code:	02062		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3407344	E ECI	
Registration Number:	5719486	AMERICAN BATTERY	
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:	8007130755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Michael Violet		

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SIGNATURE:	Michael Violet
DATE SIGNED:	05/14/2024
Total Attachments: 5 source=ECI - 2L Trademark Release (Execution Version)#page1.tif source=ECI - 2L Trademark Release (Execution Version)#page2.tif source=ECI - 2L Trademark Release (Execution Version)#page3.tif source=ECI - 2L Trademark Release (Execution Version)#page4.tif source=ECI - 2L Trademark Release (Execution Version)#page5.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Barclays Bank PLC

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other Private Limited Company

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 10, 2024

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Trademark Security Interests (Second Lien)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: _____ 1. Electrical Components International, Inc.
One City Place Drive, Suite 450
Street Address: _____ St. Louis, MO 63141
Corporation - Delaware, USA
City: _____ 2. American Battery Company, LLC
930 Washington Street
State: _____ Norwood, MA, 02062
Country: _____ Limited Liability Company - Delaware, USA

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

3407344, 5719486

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: ECl (08380.0952 2L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

May 13, 2024

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 10, 2024 (the “Effective Date”), is made by BARCLAYS BANK PLC, in its capacity as Collateral Agent (the “Agent”), in favor of Electrical Components International, Inc. a Delaware corporation and American Battery Company, LLC, a Delaware limited liability company (the “Grantors”).

WHEREAS, pursuant to that certain Second Lien U.S. Security Agreement, dated as of June 26, 2018, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of June 26, 2018 (the “2018 Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the 2018 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 27, 2018 at Reel/Frame 6364/0977;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of January 18, 2023 (the “2023 Trademark Security Agreement”, and together with the 2018 Trademark Security Agreement, the “Trademark Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the 2023 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 30, 2023 at Reel/Frame 7967/0249;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks, including the trademark registrations and applications set forth Schedule I attached hereto (the “Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow.]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BARCLAYS BANK PLC, acting in its
capacity as Agent



By: _____

Name: Wendar Chen
Title: Vice President

SCHEDULE I

2018 Trademark Security Agreement

Trademark Registrations					
Owner	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
Electrical Components International, Inc.	E ECI & DESIGN	78967041	05-September- 2006	3,407,344	01-April- 2008

2023 Trademark Security Agreement

Trademark Registrations					
Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
American Battery Company, LLC	AMERICAN BATTERY & Design 	87814731	02/28/2018	5719486	04/09/2019