TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM668587

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: TERMINATION OF SECURITY INTEREST (TRADEMARKS)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blue Torch Finance LLC		08/17/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	American Zinc Recycling Corp.		
Street Address:	4955 STEUBENVILLE PIKE		
Internal Address:	SUITE 405		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15205		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 1

	Property Type	Number	Word Mark
ſ	Registration Number:	5377162	AMERICAN ZINC RECYCLING

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 2028874000

Email: dlee@akingump.com

Correspondent Name: David C. Lee

Address Line 1: 2001 K Street, N.W. Address Line 2: Robert S. Strauss Tower Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	697322.0004
NAME OF SUBMITTER:	David C. Lee
SIGNATURE:	/David C. Lee/
DATE SIGNED:	08/18/2021

Total Attachments: 4

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TERMINATION OF SECURITY INTEREST (Trademarks)

This TERMINATION OF SECURITY INTEREST (TRADEMARKS), dated as of August 17, 2021, is made by Blue Torch Finance LLC, as Agent (the "Agent").

WHEREAS, American Zinc Recycling Corp., a Delaware corporation (the "<u>Grantor</u>"), granted to the Agent a security interest in certain personal property, including without limitation, a security interest in the IP Collateral, pursuant to that certain Trademark Security Agreement dated as of February 10, 2021 (as amended, the "<u>Security Agreement</u>"; all capitalized terms used herein and not defined shall have the meanings set forth in the Security Agreement), by the Grantor in favor of the Agent;

WHEREAS, the security interest was recorded at the United States Patent and Trademark Office on March 3, 2021 at Reel 7209, Frame 0991; and

WHEREAS, the Agent has agreed to terminate and release its security interest in the IP Collateral as herein provided.

NOW, THEREFORE, for valuable consideration, the Agent hereby absolutely, unconditionally and irrevocably terminates and releases all liens and security interests granted to the Agent as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations in the following property:

- (i) all rights, priorities and privileges relating to the Owned IP, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Owned IP referred to on <u>Schedule I</u>, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;
- (ii) all books, records, and information pertaining to the IP Collateral, and all rights of access to such books, records, and information; and
- (iii) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

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The Agent hereby acknowledges that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office, to evidence the termination and release granted herein.

THIS TERMINATION OF SECURITY INTERESTS (TRADEMARKS) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest (Trademarks) to be duly executed as of the date first set forth above.

BLUE TORCH FINANCE LLC, as Agent

By: Kevin Genda

Name: Kevin Genda Title: Managing Member

SCHEDULE 1

TO

TERMINATION OF SECURITY INTEREST (TRADEMARKS)

Registered Trademarks

Name of Grantor	Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	<u>Mark</u>
American Zinc Recycling Corp.	USA	5377162	09-JAN- 2018	22-FEB- 2017	American Zinc Recycling Corp.	AMERICAN ZINC RECYCLING
American Zinc Recycling Corp.	European Union	18106918	15-JAN- 2020	12-AUG- 2019	American Zinc Recycling Corp.	AZR
American Zinc Recycling Corp.	China	37945640	28-JAN- 2020	05-MAY- 2019	American Zinc Recycling Corp.	AZR
American Zinc Recycling Corp.	China	37945641	28-JAN- 2020	05-MAY- 2019	American Zinc Recycling Corp.	AZR
American Zinc Recycling Corp.	International Register	1440965	19-JUL- 2018		American Zinc Recycling Corp.	AMERICAN ZINC RECYCLING

Pending Trademark Applications

Name of Grantor	<u>Jurisdiction</u>	Application No.	Filing Date	<u>Applicant</u>	<u>Mark</u>
American Zinc	China	37945639	05-MAY-	American Zinc	AZR
Recycling Corp.			2019	Recycling Corp.	

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RECORDED: 08/18/2021

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