# OP \$115.00 204577

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM311381

| SUBMISSION TYPE:      | NEW ASSIGNMENT  |
|-----------------------|---|
| NATURE OF CONVEYANCE: | TRADEMARK TERMINATION AND RELEASE OF REEL/FRAME NO. 4591/0615 |

# **CONVEYING PARTY DATA**

| Name                           | Formerly | Execution Date | Entity Type                            |
|--------------------------------|----------|----------------|--|
| PNC BANK, NATIONAL ASSOCIATION |          | 07/08/2014     | NATIONAL ASSOCIATION:<br>UNITED STATES |

### **RECEIVING PARTY DATA**

| Name:             | RAPID ENGINEERING LLC               |  |
|-------------------|-------------------------------------|--|
| Street Address:   | 1250 WILLIAM STREET                 |  |
| Internal Address: | P.O. BOX 44                         |  |
| City:             | BUFFALO                             |  |
| State/Country:    | NEW YORK                            |  |
| Postal Code:      | 14240                               |  |
| Entity Type:      | LIMITED LIABILITY COMPANY: DELAWARE |  |

# **PROPERTY NUMBERS Total: 4**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2045777 | RAPID     |
| Registration Number: | 2054607 | RAPID     |
| Registration Number: | 2023219 |           |
| Registration Number: | 1556700 | RAPID     |

### **CORRESPONDENCE DATA**

**Fax Number:** 7147558290

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.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

| ATTORNEY DOCKET NUMBER: | 049018-0044      |
|-------------------------|------------------|
| NAME OF SUBMITTER:      | KRISTIN J AZCONA |
| SIGNATURE:              | /KJA/            |
| DATE SIGNED:            | 07/21/2014       |

**Total Attachments: 4** 

TRADEMARK REEL: 005326 FRAME: 0861

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> TRADEMARK REEL: 005326 FRAME: 0862

### TRADEMARK TERMINATION AND RELEASE

(for Rapid Engineering LLC)

This TERMINATION AND RELEASE is dated as of July  $\frac{9}{2}$ , 2014, and made by PNC BANK, NATIONAL ASSOCIATION (the "Grantee"), in favor of RAPID ENGINEERING LLC, a Delaware limited liability company (the "Grantor").

## WITNESSETH:

WHEREAS, the Grantor and the Grantee are parties to that certain Trademark Security Agreement, dated as of April 20, 2011, pursuant to which the Grantor granted to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral (as hereinafter defined) to the Grantee;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 27, 2011, at Reel 4591, Frame 0615;

WHEREAS, the Grantee now desires to terminate and release the entirety of its security interests in the Trademark Collateral;06

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Trademark Termination and Release, the Grantee hereby terminates the Trademark Security Agreement by Grantor and hereby terminates, cancels and releases any and all security interests or liens it has against the Trademark Collateral.

The term "Trademark Collateral," as used herein, shall mean all of Grantor's right, title and interest of every kind and nature in all U.S. and foreign trademarks, service marks and trade names now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United Sates or any foreign country, including, without limitation, the trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all income, license royalties, damages and payments now and hereafter due and/or receivable with respect thereto, including, without limitation, all damages and payments receivable for past, present and/or future infringements thereof; (iii) all products and proceeds of the foregoing, including the right to sue for past, present and/or future infringement or dilution thereof or for injury to the goodwill of any of the foregoing; (iv) all rights corresponding thereto throughout the world; and (v) the goodwill of Grantor's business connected with or symbolized by the foregoing.

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The Grantee hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by Grantor to effect the release of the security interests contemplated hereby.

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

PNC BANK, NATIONAL ASSOCIATION

By:\_\_\_

Title.

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TRADEMARK REEL: 005326 FRAME: 0865

# SCHEDULE A TO TRADEMARK TERMINATION AND RELEASE

|   | MARKS           | REGISTRATION NUMBERS |
|---|-----------------|----------------------|
| 1 | RAPID & Design  | 2,045,777            |
| 2 | RAPID & Design  | 2,054,607            |
| 3 | FIREBALL Design | 2,023,219            |
| 4 | RAPID & Design  | 1,556,700            |
|   |                 |                      |

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**RECORDED: 07/21/2014**