# CH \$40.00 26426

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM433944 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ING Bank N.V., London Branch, as Security Agent		06/29/2017	Bank: UNITED KINGDOM

#### **RECEIVING PARTY DATA**

Name:	Element Materials Technology Daleville, LLC		
Street Address:	9301 Innovation Drive		
Internal Address:	Suite 103		
City:	Daleville		
State/Country:	INDIANA		
Postal Code:	47334		
Entity Type:	Limited Liability Company: INDIANA		

#### **PROPERTY NUMBERS Total: 1**

Property Type Number		Word Mark	
Registration Number:	2642621	SHERRY LABORATORIES	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2024083141

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:** 2024083141

**Email:** jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	708494
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/06/2017

#### **Total Attachments: 3**

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> TRADEMARK REEL: 006099 FRAME: 0147

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## TERMINATION AND RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

WHEREAS Element Materials Technology Daleville, LLC, an Indiana limited liability company (the "Grantor"), entered into that certain pledge and security agreement dated March 11, 2016, (as amended supplemented or otherwise modified from time to time, the "Security Agreement") with ING Bank N.V., Loadon Branch, as security agent (the "Security Agent");

WHEREAS, the Grantor granted the Security Agent, under the terms of the Security Agreement, a continuing security interest (the "Security Interest") in favor of the Security Agent, in and to certain of Grantor's intellectual property, including the intellectual property and such intellectual property applications listed in Schedule A hereto;

WHEREAS, pursuant to the Security Agreement, the Grantor executed a Security Agreement Supplement for Intellectual Property dated June 17, 2016 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Supplement");

WHEREAS, the Intellectual Property Supplement was recorded with the United States Patent and Trademark Office on June 22, 2016 at Reel 5819 and Frame 0578; and

WHEREAS, the Security Agent has agreed to terminate and release its security interest in all such intellectual property as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Security Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby (i) absolutely, unconditionally and irrevocably releases, terminates, cancels and forever discharges all liens and the Security Interest, waives and relinquishes all its rights, powers, privileges and remedies with respect to Grantor and its successors and assigns in association with the Security Interest, including those intellectual property and such intellectual property applications set forth herein on Schedule A, in each case arising under the Security Agreement or the Intellectual Property Supplement (collectively, the "Intellectual Property") and any and all other security interests or liens that the Security Agent or its predecessors, successors, assigns and transferees may have in or to the Intellectual Property under the Security Agreement or the Intellectual Property Supplement, and (ii) absolutely, unconditionally and irrevocably terminates the Intellectual Property Supplement and hereby releases Grantor and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest. The Security Agent authorizes and requests the Director of Patents and Trademarks of the United States of America to record this Termination and Release of Security Interest in Intellectual Property and agrees to execute and deliver such further instruments and take or cause to be taken such other or further action as the Grantor may reasonably request, at Grantor's sole cost and expense, in order to perfect, confirm or evidence such release. This Termination and Release shall be governed by and construed in accordance with the law of the State of New York. This Termination and Release shall be binding upon the Security Agent's representatives, successors, assigns and transferees.

[Signature Page Follows]

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> TRADEMARK REEL: 006099 FRAME: 0148

ING BANK N.V., LONDON BRANCH,

as Security Agent

Children Bakyr Tiplestroneod Signerary INO Bunk J.V., London Granch

Andrew Drockes Sutherland Signatory ING Bank N.V., London Branch

[Signature Page to Termination and Release - Daleville]

**TRADEMARK REEL: 006099 FRAME: 0149** 

#### SCHEDULE A

### Intellectual Property and Intellectual Property Applications

Registered owners/ Granton	Trademark	Registration No. & Registration Date	Status	Country
Omario Corporation, mk/s Element Majerials Technology Daleville, LLC	Sherry Laboratories	2642621 29 <b>-0</b> es-2002	Registered	U.S. Federal

70-40616720

Sch. A

190979-3-16957-v2.0

**RECORDED: 07/06/2017**