# CH \$90.00 371

ETAS ID: TM464249

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Trademark Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		02/02/2018	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	SG Solutions, LLC
Street Address:	77 Westport Plaza Drive
Internal Address:	Suite 500
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63146
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3716228	PROFIELD
Registration Number:	4509411	PROFIELDLITE
Registration Number:	4555925	P

## 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:	092470
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	03/05/2018

**Total Attachments: 3** 

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TRADEMARK REEL: 006283 FRAME: 0638

# TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of February 2, 2018, and made by PNC BANK, NATIONAL ASSOCIATION (the "Grantee"), to SG SOLUTIONS, LLC, a Delaware Ohio limited liability company (the "Grantor"). All terms not herein defined, have the meanings set forth in the Security Agreement referenced below.

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of March 1, 2016, the Grantor granted to the Grantee on behalf of the Lenders (the "Security Agreement"), among other collateral as set forth therein, a continuing first priority security interest in all of the Grantor's right, title and interest, including goodwill in the Trademark Collateral;

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on April 18, 2016 at Reel/Frame 005773/0061; and

WHEREAS, Grantee now desires to terminate the Security Agreement and terminate, release and discharge the security interests thereunder;

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, Grantee hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on <u>Schedule A</u> hereto
- Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest all of such Grantor's right, title and interest in, to and under the Trademark Collateral, including all Trademarks and Licenses listed on Schedule A hereto and (A) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing and (B) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License. If and to the extent that the Grantee has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement, Grantee, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to Grantor.
- 3. <u>Governing Law.</u> This Termination shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION

Name:Scott Goldstein

Title: Senior Vice President

Schedule A

Trademarks

Trademark	Jurisdiction	Serial Number	Filing Date	Registration Number	umber   Registration Date
PROFIELD	USA	77/477,949	5/19/2008	3,716,228	11/24/2009
PROFIELDLITE	USA	85/902,706	4/12/2013	4,509,411	04/08/2014
P plus design	USA	86,119,175	11/14/2013	4,555,925	06/24/2014

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**RECORDED: 03/05/2018**